

Exhibit C

Coinbase User Agreement

Last updated: March 1, 2023

Welcome to Coinbase! This is a User Agreement between you (also referred to herein as “**User**,” or “customer”) and Coinbase, Inc. (“**Coinbase**,” “we,” “us,” and “our”). This User Agreement (“**Agreement**” or “**User Agreement**”) governs your use of the services provided by Coinbase described below and such other services that may be offered by Coinbase from time to time (“**Coinbase Services**” or “**Services**”). By signing up to use a Coinbase account or service through coinbase.com, Coinbase’s APIs, the Coinbase mobile application, or any other Coinbase website (collectively the “**Coinbase Site**”), or by obtaining, holding or using a wrapped token issued by Coinbase, you agree that you have read, understand, and accept all of the terms and conditions contained in this Agreement including our [Privacy Policy](#), [Cookie Policy](#), [Prohibited Use Policy](#), and E-Sign Disclosure and Consent Policy in Appendix 2. You may have to agree to additional terms and conditions to use certain Additional Services (as defined below).

Important Definitions: As used throughout this Agreement, the following terms have the following meanings.

“**Digital Asset**” means any digital asset (including a virtual currency or virtual commodity) which is a digital representation of value based on (or built on top of) a cryptographic protocol of a computer network.

“**Supported Digital Asset**” means only those particular Digital Assets listed as available to trade or custody in your Digital Asset Wallet (as defined below). Services and supported assets may vary by jurisdiction.

Amendment of these Terms: We may amend or modify this Agreement at any time by posting the revised agreement on the Coinbase Site and/or providing a copy to you (a “**Revised Agreement**”). The Revised Agreement shall be effective as of the time it is posted but will not apply retroactively. Your continued use of the Services after the posting of a Revised Agreement constitutes your acceptance of such Revised Agreement. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your account (as defined below).

Dispute Resolution: PLEASE BE AWARE THAT SECTION 7 (CUSTOMER FEEDBACK, QUERIES, COMPLAINTS, AND DISPUTE RESOLUTION) AND APPENDIX 5 OF THIS AGREEMENT, CONTAIN PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND COINBASE. AMONG OTHER THINGS, APPENDIX 5 INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. APPENDIX 5 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 7 AND APPENDIX 5 CAREFULLY.

No Investment Advice or Brokerage: For the avoidance of doubt, Coinbase does not provide investment, tax, or legal advice, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. Coinbase may provide educational information about Supported Digital Assets, as well as Digital Assets not supported by Coinbase, in order to assist users in learning more about such Digital Assets. Information may include, but is not limited to, blog posts, articles, links to third-party content, news feeds, tutorials, and videos. The information provided on the Coinbase Site or any such third-party sites does not constitute investment advice, financial advice, trading advice, or any other sort of advice, and you should not treat any of the website’s content as such. Coinbase does not recommend that any Digital Asset should be bought, earned, sold, or held by you. Coinbase will not be held responsible for the decisions you make to buy, sell, or hold Digital Assets based on the information provided by Coinbase.

Coinbase does not broker trades on your behalf unless otherwise specified on a specific product. All Coinbase trades are executed automatically, based on the parameters of your order instructions and in accordance with posted trade execution procedures.

Acknowledgement of Risk: As with any asset, the value of Digital Assets can increase or decrease and there can be a substantial risk that you lose money buying, selling, holding, or investing in Digital Assets. You should consult your financial advisor, legal or tax professional regarding your specific situation and financial condition and **carefully consider whether trading or holding Digital Assets is suitable for you.**

Coinbase is not registered with the U.S. Securities and Exchange Commission and does not offer securities services in the United States or to U.S. persons. You acknowledge that Digital Assets are not subject to protections or insurance provided by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation.

1. Account Setup

1.1. Eligibility. To be eligible to use the Coinbase Services, you must be at least 18 years old, and reside in the United States. There are certain features which may or may not be available to you depending on your location and other criteria.

1.2. Registration of Coinbase Account. You must register for a Coinbase account to use the Coinbase Services (a "Coinbase Account" or "your account"). You will need to complete certain verification procedures before you are permitted to use the Coinbase Services. By registering or using a Coinbase Account you agree and represent that you have created your Coinbase Account and you will use your Coinbase Account only for yourself, and not on behalf of any third party, unless you have obtained prior written approval from Coinbase. Each customer may register only one Coinbase account. You are fully responsible for all activity that occurs under your Coinbase Account. We may, in our sole discretion, refuse to open a Coinbase Account, suspend or terminate any Coinbase Account, suspend or terminate the sending of Digital Assets from your account, or suspend or terminate the trading of Digital Assets in your account. Please see Section 6 below for more information.

1.3. Consent to Access, Processing and Storage of Your Personal Data & Identity Verification. During registration for your Coinbase Account, or at any other time deemed necessary by Coinbase, you agree to provide us with the information we request for the purposes of identity verification, providing Coinbase Services to you, and the detection of money laundering, terrorist financing, fraud, or any other financial crimes and permit us to keep a record of such information. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, government identification, and information regarding your bank account (such as the name of the bank, the account type, routing number, and account number) and in some cases (where permitted by law), special categories of personal data, such as your biometric information. You consent to us accessing, processing and retaining any personal information you provide to us for the purpose of us providing Coinbase Services to you. This consent is not related to, and does not affect, any rights or obligations we or you have in accordance with data protection laws, privacy laws and regulations. You can withdraw your consent at any time by closing your account with us. However, we may retain and continue to process your personal information if we reasonably believe it is necessary in order to comply with laws or regulations. In providing us with this or any other information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information you provide changes. **You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full. This is an identity check only and should have no adverse effect on your credit rating.** We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. Further, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Coinbase or its service provider for as long as you have a Coinbase Account, solely to help them identify you or your wireless device and to prevent fraud. See our [Privacy Policy](#) and [Cookie Policy](#) for more information on how we process your personal data and the rights you have in respect of this.

1.4. Access. The Coinbase Services can be accessed directly using the Coinbase Site. Access to Coinbase Services may become degraded or unavailable during times of significant volatility or volume. This could result in significant support response time delays. Although we strive to provide you with excellent service, we do not represent that the Coinbase Site or other Coinbase Services will be available without interruption and we do not guarantee that any order will be executed, accepted, recorded, or remain open. Coinbase shall not be liable for any losses resulting from or arising out of delays in processing transactions, inability to execute transactions, or lack of timely response from Coinbase customer support. For example, if you are locked out of your Coinbase Account, it is possible that the value or price of the Digital Assets in your account might go down before your access is restored. Coinbase shall not be liable for any alleged losses that you suffer from a drop in Digital Asset values or prices.

2. Hosted Wallet and Custodial Services

2.1. Hosted Wallet Services. As part of your Coinbase Account, Coinbase will provide qualifying users: (i) hosted Digital Asset wallet(s), each of which is an account for holding Supported Digital Assets ("**Digital Asset Wallet**"), and (ii) a hosted US Dollars ("**USD**") wallet, which is an account for holding USD (a "**USD Wallet**"). You may also elect to use other products and services, such as the Coinbase vault ("**Coinbase Vault**"), or Coinbase Wallet (an unhosted wallet service); additional rules associated with such product(s) and services(s) may apply. Unless otherwise noted, all references to Digital Asset Wallet include Coinbase Vault.

2.2. Hosted Digital Asset Wallet. Your Digital Asset Wallet allows you to store, track, transfer, and manage your balances of Supported Digital Assets. We securely store Digital Asset private keys, which are used to process transactions, in a combination of online and offline storage. As a result of our security protocols, it may be necessary for us to retrieve private keys or related information from offline storage in order to facilitate Digital Asset Transfers (as defined below) in accordance with your instructions, and you acknowledge that this may delay the initiation or crediting of such Digital Asset Transfers.

2.3. Supported Digital Assets. Your Digital Asset Wallet is intended solely for proper use of Supported Digital Assets as designated on the Coinbase Site. ***Under no circumstances should you attempt to use your Digital Asset Wallet to store, send, request, or receive any assets other than Supported Digital Assets. Coinbase assumes no responsibility in connection with any attempt to use your Digital Asset Wallet with Digital Assets that we do not support. You acknowledge and agree that Coinbase is not liable for any unsupported Digital Asset that is sent to a wallet associated with your Coinbase Account. Coinbase may in its sole discretion terminate support for any particular Digital Asset. If you do not sell or send such Digital Asset off platform before Coinbase terminates its support for such Digital Asset, then Coinbase may, in its discretion, remove such Digital Asset from your Digital Asset Wallet and credit your Digital Asset Wallet or USD Wallet the equivalent market value of a Supported Digital Asset or fiat currency minus transaction costs. If you have any questions about our current list of Supported Digital Assets, please visit <https://help.coinbase.com>.***

2.4. Supplemental Protocols Excluded. Unless otherwise specifically announced on the Coinbase Site or as set forth in this Agreement, Supported Digital Assets excludes all other protocols and/or functionality which supplement or interact with the Supported Digital Asset. This exclusion includes but is not limited to: metacoins, colored coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins or other functionality, such as staking, protocol governance, and/or any smart contract functionality, which may supplement or interact with a Supported Digital Asset. Do not use your Coinbase Account to attempt to receive, request, send, store, or engage in any other type of transaction or functionality involving any such protocol as the Coinbase Site is not configured to detect, secure, or process these transactions and functionality. Any attempted transactions in such items will result in loss of the item. ***You acknowledge and agree that other than as set forth in this Agreement supplemental protocols are excluded from Supported Digital Assets and that Coinbase has no liability for any losses related to supplemental protocols.***

2.5. Fungibility of Certain Digital Assets. You acknowledge and agree that Coinbase may hold Supported Digital Assets in your Digital Asset Wallets in a variety of different ways, including across multiple blockchain protocols, such as layer two networks, alternative layer one networks, or side chains. In connection with its holding of Supported Digital Assets in your Digital Asset Wallets, Coinbase may transfer such Digital Assets off of the primary blockchain protocol and hold such Digital Assets on shared blockchain addresses, controlled by Coinbase, on alternative blockchain protocols in forms compatible with such protocols. You agree that all forms of the same Digital Asset that are held and made available across multiple blockchain protocols may be treated as fungible

and the equivalent of each other, without regard to (a) whether any form of such Digital Asset is wrapped or (b) the blockchain protocol on which any form of such Digital Asset is stored.

2.6. Operation of Digital Asset Protocols. Coinbase does not own or control the underlying software protocols which govern the operation of Digital Assets. Generally, the underlying protocols are open source, and anyone can use, copy, modify, and distribute them. We assume no responsibility for the operation of the underlying protocols and do not guarantee the functionality or security of network operations. In particular, the underlying protocols may be subject to sudden changes in operating rules (including “forks”). Any such operating changes may materially affect the availability, value, functionality, and/or the name of the Digital Assets in your Digital Asset Wallet or other wallet. Coinbase does not control the timing and features of these operating changes. It is your responsibility to make yourself aware of upcoming operating changes and you must carefully consider publicly available information and information that may be provided by Coinbase in determining whether to continue to use a Coinbase Account for the affected Digital Asset. In the event of any such operational change, Coinbase reserves the right to take such steps as may be necessary to protect the security and safety of assets held on the Coinbase Site, including without limitation, temporarily suspending operations for the involved Digital Asset(s); Coinbase will endeavor to provide you notice of its response to any material operating change; however, such changes are outside of Coinbase’s control and may occur without notice to Coinbase. Coinbase’s response to any operating change is subject to its sole discretion and may include deciding not to support any new Digital Asset, fork, or other actions. ***You acknowledge and accept the risks of operating changes to Digital Asset protocols and agree that Coinbase is not responsible for such operating changes and not liable for any loss of value you may experience as a result of such changes in operating rules. You acknowledge and accept that Coinbase has sole discretion to determine its response to any operating change and that we have no responsibility to assist you with unsupported currencies or protocols. You further acknowledge and accept that Coinbase has no responsibility to support new Digital Asset forks or operating changes for Digital Assets.***

2.7. Digital Asset Custody and Title. All Supported Digital Assets held in your Digital Asset Wallet are custodial assets held by Coinbase for your benefit, as described in further detail below.

2.7.1. Ownership. Title to Supported Digital Assets shall at all times remain with you and shall not transfer to Coinbase. All interests in Digital Assets we hold for Digital Asset Wallets are held for customers, are not property of Coinbase, and are not subject to claims of Coinbase’s creditors. As owner of the Supported Digital Assets in your Digital Asset Wallet, you shall bear all risk of loss of such Supported Digital Assets. Coinbase shall have no liability for Supported Digital Asset fluctuations or loss. None of the Supported Digital Assets in your Digital Asset Wallet are the property of, or shall or may be loaned to, Coinbase; Coinbase does not represent or treat assets in User’s Digital Assets as belonging to Coinbase. Coinbase may not grant a security interest in the Supported Digital Assets held in your Digital Asset Wallet. Except as required by law, or except as provided herein, Coinbase will not sell, transfer, loan, hypothecate, or otherwise alienate Supported Digital Assets in your Digital Asset Wallet unless instructed by you.

2.7.2 Application of the Uniform Commercial Code. All Supported Digital Assets credited to the Digital Asset Wallet will be treated as “financial assets” under Division 8 of the California Uniform Commercial Code (“**Division 8**”). Coinbase is a “securities intermediary” as used in Division 8 with respect to Supported Digital Assets, and your Digital Asset Wallet is a “securities account” as used in Division 8. As stated in Division 8, “the characterization of a person, business, or transaction for purposes of this division does not determine the characterization of the person, business, or transaction for purposes of any other law, regulation, or rule,” including the United States Commodity Exchange Act and any federal, state, or foreign securities law or regulation. Coinbase will comply with your instructions with respect to your Supported Digital Assets, subject to the terms of this User Agreement.

2.7.3. Control and Customer Instructions. You control the Digital Assets held in your Digital Asset Wallet. At any time, subject to outages, downtime, and other applicable policies, you may withdraw your Supported Digital Assets by instructing Coinbase to debit the applicable Supported Digital Asset from your Digital Asset Wallet and transfer the Digital Assets to a different blockchain address. As long as you continue to hold Supported Digital Assets with Coinbase, Coinbase shall retain control over electronic private keys associated with blockchain addresses operated by Coinbase, including the blockchain addresses used to hold the Supported Digital Assets credited to your Digital Asset Wallet.

2.7.4. Omnibus Accounts. In order to more securely and effectively custody assets, Coinbase may use shared blockchain addresses, controlled by Coinbase, to hold Supported Digital Assets for Digital Asset Wallets on behalf of customers and/or held on behalf of Coinbase. Although we maintain separate ledgers for users’ Coinbase

Accounts and Coinbase accounts held by Coinbase for its own benefit, Coinbase shall have no obligation to create a segregated blockchain address for your Supported Digital Assets.

2.8. USD Wallet. Your USD Wallet allows you to hold and transfer USD with your Coinbase Account as described in Section 3 below. To the extent your USD is held as cash, the balance of your USD Wallet is maintained in pooled custodial accounts at one or more banks insured by the FDIC. Our custodial accounts have been established in a manner to make available pass-through FDIC insurance available up to the per-depositor coverage limit then in place (currently \$250,000 per individual). Availability of pass-through FDIC insurance is contingent upon Coinbase having correct information about you as a customer, maintaining accurate records, and on determination by the FDIC as receiver, at the time of a receivership of a bank holding a custodial account. The current list of the insured depository institutions at which Coinbase may deposit customer funds is located [here](#). Coinbase is not an FDIC-insured bank. Coinbase may also invest funds in liquid investments, which may include but are not limited to U.S. treasuries, in accordance with state money transmitter laws. Coinbase owns the interest or other earnings on these investments. Coinbase will not use customer funds for its operating expenses or any other corporate purposes.

2.9. Coinbase Vault. You may elect to hold Supported Digital Assets in Coinbase Vault. Coinbase Vault allows you to create conditions around transfer of your Supported Digital Assets, which may include adding third-parties to approve withdrawals ("**Approvers**"). For the avoidance of doubt, title to Supported Digital Assets in the Coinbase Vault shall at all times remain with you, and Approvers shall have no ownership interest in such Supported Digital Assets.

2.10. USDC Wallets. You may elect to buy USD Coin ("**USDC**") from Coinbase, a Digital Asset issued by Circle Internet Financial ("**Circle**") and supported by Coinbase. You are the owner of the balance of your USDC Wallet. Coinbase is not the issuer of USDC, does not hold reserves for USDC, and has no obligation to repurchase your USDC for USD. You can redeem your USDC with Circle, and Coinbase may also elect to repurchase your USDC in exchange for USD. You agree to be bound by the terms of the Circle USDC User Agreement (located at <https://support.usdc.circle.com/hc/en-us/articles/360001233386-Circle-USDC-User-Agreement>), which provides additional obligations, undertakings, and limitations with respect to USDC.

3. Payment Services, Purchase & Sale Transactions, and Credit Transactions

3.1. USD Funds. You can load funds into your USD Wallet from a valid bank account via ACH transfer or wire transfer. Your USD balance is in a pending state and will not be credited to your USD Wallet until after the bank transfer has cleared, usually within five (5) business days. We may debit your linked bank account as soon as you initiate payment. The name on your linked bank account and your wire transfer must match the name verified on your Coinbase Account.

3.2. Transactions on the Coinbase Site. When you buy or sell Supported Digital Assets on the Coinbase Site (which, for clarity, does not include transactions with Third Party Services (as defined below)), you are not buying Supported Digital Assets from Coinbase or selling Supported Digital Assets to Coinbase. Coinbase acts as the agent, transacting on your behalf, to facilitate that purchase or sale between you and other Coinbase customers. You can purchase Supported Digital Assets on the Coinbase Site using: (i) funds in your USD Wallet; (ii) Supported Digital Assets held in certain Digital Asset Wallets, as permitted by Coinbase; (iii) a valid bank account in the name that matches the name on your Coinbase Account; (iv) a debit or credit card that matches the name on your Coinbase Account; (v) Google Pay; (vi) Apple Pay; (vii) PayPal; or (viii) a Coinbase gift card (each a "**Valid Payment Method**"). Your purchase must follow the relevant instructions on the Coinbase Site. Coinbase reserves the right to cancel any transaction not confirmed by you within five (5) seconds after Coinbase quotes a transaction price. A purchase of Supported Digital Assets using a Valid Payment Method generally will initiate on the business day we receive your instructions. Purchased Supported Digital Assets will usually be deposited in your Digital Asset Wallet instantly and can be exchanged for other Digital Assets. You will be able to sell or send Purchased Digital Assets as soon as funds have settled to Coinbase, which in the case of a bank account or credit or debit card usually takes up to five (5) business days. You can sell Supported Digital Assets and instruct Coinbase to deposit funds into your Coinbase USD Wallet or, where supported, a Digital Asset Wallet. Supported Digital Asset purchases and sales on the Coinbase Site are collectively referred to herein as "**Digital Asset Transactions**". If Coinbase cannot complete your Digital Asset Transaction for any reason (such as price movement, market latency, inability to find a counterparty for your transaction, or order size), Coinbase will reject the order and notify you of such rejection. You will not be charged for a rejected transaction.

3.3. Fees. In general, Coinbase makes money when you purchase or sell Supported Digital Assets on the Coinbase Site. A description of the way fees are calculated can be found on our [Pricing and Fees Disclosures Page](#). By using Coinbase Services you agree to pay all fees and, if applicable based on the service, a spread. Coinbase reserves the right to adjust its pricing and fees and any applicable waivers at any time. We notify you of the final price of each transaction, inclusive of pricing and fees, when you authorize the transaction and in each receipt we issue to you. We may charge network fees (miner fees) to process a Digital Asset Transaction on your behalf. We will calculate the network fee at our discretion, and notify you of the network fee at or before the time you authorize the Digital Asset Transaction. Bank fees charged to Coinbase are netted out of transfers to or from Coinbase. You are responsible for paying any additional fees charged by your financial service provider. We will not process a transfer if associated bank fees exceed the value of the transfer. You may be required to deposit additional USD to cover bank fees if you desire to complete such a transfer.

3.4. Recurring Digital Asset Transactions. If you initiate recurring Digital Asset Transactions, you authorize us to initiate recurring electronic payments in accordance with your selected Digital Asset Transaction and any corresponding payment accounts, such as recurring automated clearing house (ACH) debit or credit entries from or to your linked bank account. This authorization will remain in full force and effect until you change your recurring transaction settings at https://www.coinbase.com/recurring_payments, or until you provide us written notification at <https://help.coinbase.com/en/contact-us>. Your recurring transactions will occur in periodic installments, based on your period selection (e.g., daily, weekly, monthly), until either you or Coinbase cancels the recurring order. Recurring transactions scheduled for the 29th, 30th, or 31st day of a month will be processed the earlier of the date scheduled or on the last day of the applicable month. For example, recurring transactions scheduled for the 31st will be processed on the 30th in April, June, September, and November. Your recurring transaction will be executed within the 24-hour day on the transaction date. Transaction times may vary.

If you select a U.S. Bank Account as your payment method for a recurring transaction, and such transaction falls on a weekend or holiday, or after bank business hours, the ACH credit or debit will be executed on the next business day, although the Digital Asset fees at the time of the regularly-scheduled transaction will apply. If your Bank is unable to process any electronic ACH debit entry, we will notify you of cancellation of the transaction and may use the remedies set forth in this User Agreement to recover any amount owed to Coinbase. You agree to notify Coinbase of any changes in your linked bank account information prior to a recurring transaction. Coinbase may, at any time, suspend or delay recurring transactions without notice or terminate recurring transactions by providing notice to you.

3.5. Credit Transaction Payments. You may use the "Make A Payment" option on the Coinbase Site to authorize payments for any credit transaction with us or any of our affiliates, including any amount owing pursuant to any credit agreement you may enter into with us or any of our affiliates. With this option, you can authorize us or our affiliates to make a one-time charge to your linked deposit account through the ACH network (your "**Preferred Payment Method**"). You may select or approve the dollar amount and transaction date for each one-time payment you authorize using your Preferred Payment Method. We and our affiliates reserve the right to limit the amount and date of these one-time charges, screen transactions, and take other steps for our own risk management and business reasons. Although we or our affiliates will try to notify you if your depository institution is unable or unwilling to process any one-time charge using your Preferred Payment Method, you agree we are not required to do so and you are still required to make payments in the time and manner required by your credit agreement with us or any of our affiliates.

3.6. Revocation. When you give us instructions to purchase Supported Digital Assets, you cannot withdraw your consent to that purchase unless the purchase is not scheduled to occur until a future date e.g. you set up a recurring purchase of Supported Digital Assets (a "**Future Transaction**"). In the case of a Future Transaction, you may withdraw your consent up until the end of the business day before the date that the Future Transaction is scheduled to take place. To withdraw your consent to a Future Transaction, you must follow the instructions on the Coinbase Site.

3.7. Unauthorized and Incorrect Transactions. When a Digital Asset Transaction or USD transaction occurs using your credentials, we will assume that you authorized such transaction, unless you notify us otherwise. If you believe you did not authorize a particular transaction or that a transaction was incorrectly carried out, you must contact us as soon as possible via our help page at <https://help.coinbase.com> or by phone at (888) 908-7930 (international call charges may apply). It is important that you regularly check your USD Wallet, Digital Asset Wallet, and any other wallets accessible through the Coinbase Site and your transaction history to ensure you notify us as soon as possible of any unauthorized or incorrect transactions. Reporting an unauthorized transaction does not guarantee Coinbase will be able to reverse the transaction or reimburse you for the transaction.

3.8. Account Information. You will be able to see your USD Wallet and Digital Asset Wallet balances using the Coinbase Site. You can also see your transaction history using the Coinbase Site, including (i) the amount (and currency) of each Digital Asset Transaction; (ii) a reference to the identity of the payer and/or payee (as appropriate); (iii) any fees charged (excluding any spread, or margin, over the prevailing market rate on Coinbase's trading platform); (iv) if applicable, the rate of exchange, and the amount (in the new currency) after exchange (where you are the payer) or the amount (in the original currency) before the exchange (where you are the payee); and (v) the date of each Digital Asset Transaction.

3.9. Reversals & Cancellations. You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful, if your payment method has insufficient funds, or if you reverse a payment made from funds in your bank account, you authorize Coinbase, in its sole discretion, either to cancel the transaction or to debit your other payment methods, including your USD Wallet or Digital Asset Wallet balances or other linked accounts, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, non-sufficient funds (NSF), or similar fees charged by your payment provider. We reserve the right to refuse to process, or to cancel, correct, clawback, or reverse, any Digital Asset Transaction or Transfers in our sole discretion, even after funds have been debited from your account(s), in response to a subpoena, court order, or other government order; or if we suspect the transaction may: involve money laundering, terrorist financing, fraud, or any other type of financial crime; be erroneous; or relate to a Prohibited Use or a Prohibited Business as set forth in the [Prohibited Use Policy](#). In such instances, Coinbase will reverse the transaction and we are under no obligation to reinstate a purchase or sale order at the same price or on the same terms as the canceled transaction.

3.10. Payment Services Partners. Coinbase may use a third party payment processor to process any US Dollar payment between you and Coinbase, including but not limited to payments in relation to your use of the Digital Asset Transactions or deposits or withdrawals from your USD Wallet or Coinbase Account.

4. Digital Asset Transfers

4.1. In General. Your Digital Asset Wallet enables you to send Supported Digital Assets to, and request, receive, and store Supported Digital Assets from, third parties by giving instructions through the Coinbase Site. Your transfer of Supported Digital Assets between your other Digital Asset wallets (including wallets off the Coinbase Site) and to and from third parties is a "**Digital Asset Transfer**". We recommend customers send a small amount of Supported Digital Assets as a test before sending a significant amount of Supported Digital Assets.

4.2. Pending Transactions. Once a Digital Asset Transfer is submitted to a Digital Asset network, the transaction will be unconfirmed and remain in a pending state for a period of time sufficient to allow confirmation of the transaction by the Digital Asset network. A Digital Asset Transfer is not complete while it is in a pending state. Pending Digital Asset Transfers that are initiated from a Coinbase Account will reflect a pending transaction status and are not available to you for use on the Coinbase Site or otherwise while the transaction is pending.

4.3. Inbound Digital Asset Transfers. When you or a third party sends Digital Assets to a Coinbase Wallet from an external wallet not hosted on Coinbase ("**Inbound Transfers**"), the person initiating the transaction is solely responsible for executing the transaction properly, which includes ensuring that the Digital Asset being sent is a Supported Digital Asset that conforms to the particular wallet address to which funds are directed, including any required Destination Tag/Memo. **By initiating an Inbound Transfer, you attest that you are transacting in a Supported Digital Asset that conforms to the particular wallet address to which funds are directed. For example:**

- If you select an Ethereum wallet address to receive funds, you attest that you are initiating an Inbound Transfer of Ethereum alone, and not any other Digital Asset such as Bitcoin or Ethereum Classic.
- If you select a Bitcoin wallet address to receive funds, you attest that you are initiating an Inbound Transfer of Bitcoin alone, and not any other Digital Asset such as Bitcoin Cash or Ethereum.

Coinbase incurs no obligation whatsoever with regard to unsupported Digital Assets sent to a Coinbase Account or with regard to Supported Digital Assets sent to an incompatible Digital Asset wallet address. If you send unsupported Digital Assets to a Coinbase Account or Supported Digital Assets to an incompatible Digital Asset wallet address, then you will lose those Digital Assets. For some lost Digital Assets, Coinbase may in its sole discretion offer you the option to attempt a recovery. We may charge fees to process the recovery attempt on your

behalf. We will calculate all fees at our discretion, and notify you of the applicable fees at or before the time you authorize the recovery attempt. For more information, see our [Pricing and Fees Disclosures Page](#). The actual amount recovered may differ from the estimated recovery amount. Coinbase does not evaluate the authenticity, safety, or security of unsupported Digital Assets. You acknowledge and agree that Coinbase is not liable for any loss incurred during the recovery attempt or subsequent use of the recovered Digital Asset.

Coinbase may from time to time determine types of Digital Assets that will be supported or cease to be supported. You acknowledge and agree that you may be required to pay network or miner's fees in order for an Inbound Transfer transaction to be successful. Insufficient network fees may cause an Inbound Transfer to remain in a pending state on a decentralized network outside of Coinbase's control, and we are not responsible for delays or loss incurred as a result of an error in the initiation of the transaction and cannot reverse such transactions.

4.4. Outbound Digital Asset Transfers. When you send Supported Digital Assets from your Coinbase Account to an external wallet ("**Outbound Transfers**"), such transfers are executed at your instruction by Coinbase. You should verify all transaction information prior to submitting instructions to us. Coinbase shall bear no liability or responsibility in the event you enter an incorrect blockchain destination address, incorrect Destination Tag/Memo, or if you send your Supported Digital Assets to an incompatible wallet. We do not guarantee the identity or value received by a recipient of an Outbound Transfer. Digital Asset Transfers cannot be reversed once they have been broadcast to the relevant Digital Asset network, although they may be in a pending state, and designated accordingly, while the transaction is processed by network operators. Coinbase does not control the Digital Asset network and makes no guarantees that a Digital Asset Transfer will be confirmed by the network. We may cancel or refuse to process any pending Outbound Digital Asset Transfers as required by law or any court or other authority to which Coinbase is subject in any jurisdiction. Additionally, we may require you to wait some amount of time after completion of a transaction before permitting you to use further Coinbase Services and/or before permitting you to engage in transactions beyond certain volume limits.

4.5. Transfers to a Recipient Email Address. Coinbase allows you to initiate a Digital Asset Transfer to a Coinbase customer by designating that customer's email address. If you initiate a Digital Asset Transfer to an email address, and the recipient does not have an existing Coinbase Account, we will invite the recipient to open a Coinbase Account. If the recipient does not open a Coinbase Account within thirty (30) days, we will return the relevant Supported Digital Asset to your Digital Asset Wallet.

4.6. Debts. In the event that there are outstanding amounts owed to us hereunder, including in your Coinbase Account, Coinbase reserves the right to debit your Coinbase Account accordingly and/or to withhold amounts from funds you may transfer between your Coinbase Accounts.

5. Data Protection and Security

5.1. Personal Data. You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided or in the future provide to us in relation to your employees and other associated individuals, in connection with this Agreement, or the Coinbase Services. Accordingly, you represent and warrant that: (i) your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and such data are accurate, up to date and relevant when disclosed; (ii) before providing any such personal data to us, you have read and understood our [Privacy Policy](#), and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of that [Privacy Policy](#) (as amended from time to time), to that individual; and (iii) if from time to time we provide you with a replacement version of the [Privacy Policy](#), you will promptly read that notice and provide a copy to any individual whose personal data you have provided to us.

5.2. Security Breach. If you suspect that your Coinbase Account or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and/or Coinbase (collectively a "**Security Breach**"), you must notify Coinbase Support immediately at <https://help.coinbase.com> or (888) 908-7930 and provide accurate and up to date information throughout the duration of the Security Breach. You must take any steps that we reasonably require to reduce or manage any Security Breach. Prompt reporting of a Security Breach does not guarantee that Coinbase will reimburse you for any losses suffered or be liable to you for any losses suffered as a result of the Security Breach.

5.3. Computer Viruses. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses or other malicious code that may affect your computer or other equipment, or any phishing,

spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Coinbase. Always log into your Coinbase Account(s) through the Coinbase Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

6. General Obligations, Taxes, Designating a Fiduciary and Termination

6.1. Limited License. All content included in or made available through the Coinbase Services, Coinbase Site or any related content, materials and information such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software (collectively, the "**Content**") is the property of Coinbase or its affiliates or its content providers and protected by United States and international copyright laws. We grant you a limited, nonexclusive, nontransferable license, subject to the terms of this Agreement, to access and use the Coinbase Services, Coinbase Site, and Content solely for purposes approved by Coinbase from time to time. Any other use of the Coinbase Services, Coinbase Site or Content is expressly prohibited and all other right, title, and interest in the Coinbase Services, Coinbase Site or Content is exclusively the property of Coinbase and its licensors. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part without the prior written consent of Coinbase.

"Coinbase.com", and the following non-exhaustive list, including COINBASE, COINBASE Logo, C Logo, COINBASE EXCHANGE, COINBASE PRO, ROSETTA, COSTA, SKEW, TOSHI, COINBASE ONE, and BISON TRAILS; and without limitation, any graphics, logos, button icons, and service names included in or made available through any Content, and all logos related to the Coinbase Services or displayed on the Coinbase Site are either trademarks or trade dress of Coinbase or its licensors in the United States and other countries. You may not copy, imitate or use them without Coinbase's prior written consent for any purpose, including without limitation, in: connection with any product or service that is not authorized by Coinbase; any manner that is likely to cause confusion among customers; or a way that disparages or discredits Coinbase.

6.2. Website Accuracy. Although we intend to provide accurate and timely information on the Coinbase Site, the Coinbase Site (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Coinbase Site are your sole responsibility and we shall have no liability for such decisions. Information provided by third parties, including historical price and supply data for Digital Assets, is for informational purposes only and Coinbase makes no representations or warranties to its accuracy. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the Coinbase Site.

6.3. Third-Party Applications. If, to the extent permitted by Coinbase from time to time, you grant express permission to a third party to access or connect to your Coinbase Account(s), either through the third party's product or service or through the Coinbase Site, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your Coinbase Account(s). Further, you acknowledge and agree that you will not hold Coinbase responsible for, and will indemnify Coinbase from, any liability arising out of or related to any act or omission of any third party with access to your Coinbase Account(s). You may change or remove permissions granted by you to third parties with respect to your Coinbase Account(s) at any time through the tabs on the Account Settings page on the Coinbase Site.

6.4. Your Content. Some Coinbase Services let you share your own content (for example text, images, video, graphics, audio or other materials, "**Your Content**"). Before sharing Your Content through the Services, you promise and attest that you own and control all of the intellectual property rights to Your Content (or that you have the necessary license rights to the content) and that Your Content is lawful. We reserve the right to remove Your Content at our discretion, without notice and without liability.

You agree that all of Your Content posted on our Services must comply with all policies applicable to your use of Coinbase Services, features or products, including our [Content Policy](#). If Your Content violates our policies, we may

remove it without notice. When you share Your Content on our Services, you may be asked to make disclosures, or label or categorize Your Content; failing to do so accurately may result in Your Content being removed. We also reserve the right to label or categorize Your Content and allow other users to label or categorize Your Content. How Your Content is labeled or categorized may affect how it is displayed by our Services.

6.4.1. License to use Your Content. When you share Your Content through the Services, you retain your intellectual property rights in Your Content and you provide us with the following license to use Your Content: by using our Services you grant us a worldwide, non-exclusive, royalty-free, sublicensable, perpetual, and transferable license to host, publish, display, perform, reproduce, copy, distribute, communicate, modify, reformat, translate, or otherwise use Your Content (including your text, images, video, graphics, audio, files, communications, and any other content you provide) to operate, improve, develop, and promote our Services. If you see content on Coinbase NFT that you believe violates your intellectual property rights, you agree to submit a notice of claimed intellectual property infringement using the procedures described on our Content Removals page. We comply with the Digital Millennium Copyright Act ("**DMCA**") and we will respond to a properly submitted notification of claimed copyright infringement in accordance with our DMCA procedures. Note that repeat infringers may have their accounts disabled.

6.5. Transaction Limits. The use of all Coinbase Services may be subject to a limit on the amount of volume, stated in U.S. Dollar terms, you may transact or transfer in a given period (e.g., daily). To view your limits, login to your Coinbase Account(s) and visit <https://www.coinbase.com/verifications>. Your transaction limits may vary depending on your payment method, verification steps you have completed, and other factors. If you wish to raise your limits beyond the posted amounts, you may submit a request at <https://help.coinbase.com>. Coinbase reserves the right to change applicable limits, and to refuse to raise your limits, as we deem necessary in our sole discretion.

6.6. Unclaimed Property. If Coinbase is holding funds (whether fiat currency or Supported Digital Assets) in your account, and has no record of you accessing the Services for several years and is unable to contact you, applicable law may require Coinbase to deliver any such funds to the applicable state or jurisdiction as unclaimed property.

6.7. Password Security; Contact Information. You are responsible for creating a strong password and maintaining security and control of any and all electronic devices, IDs, passwords, hints, personal identification numbers (PINs), API keys or any other codes that you use to access the Coinbase Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Coinbase Account(s) by third-parties and the loss or theft of any Digital Assets and/or funds held in your Coinbase Account(s) and any associated accounts, including your linked bank account(s) and credit card(s). You are responsible for keeping your email address and telephone number up to date in your Account Profile in order to receive any notices or alerts that we may send you. **You should never allow remote access or share your computer and/or computer screen with someone else when you are logged on to your Coinbase Account. Coinbase will never under any circumstances ask you for your passwords or 2-factor authentication codes. We assume no responsibility for any loss that you may sustain due to compromise of account login credentials due to no fault of Coinbase. We further assume no responsibility for your failure to follow or act on any notices or alerts that we may send to you.** In the event you believe your Coinbase Account(s) information has been compromised, contact Coinbase Support immediately at <https://help.coinbase.com> or (888) 908-7930.

6.8. Taxes. The tax treatment of Digital Asset transactions is uncertain, and it is your responsibility to determine what taxes, if any, arise from transactions using Coinbase Services under this Agreement. Users are solely responsible for reporting and paying any applicable taxes arising from transactions using Coinbase Services, and acknowledge that Coinbase does not provide investment, legal, or tax advice governing these transactions. You understand that Coinbase shall report information with respect to your transactions, payments, transfers, or distributions made by or to you with respect to your activities using Coinbase Services to a tax or governmental authority to the extent such reporting is required by applicable law. Coinbase also shall withhold taxes applicable to your transactions or to payments or distributions made or deemed made to you to the extent such withholding is required by applicable law. From time to time, Coinbase shall ask you for tax documentation or certification of your taxpayer status as required by applicable law, and any failure by you to comply with this request in the time frame identified may result in withholding and/or remission of taxes to a tax authority as required by applicable law. You should conduct your own due diligence and consult your own tax advisors before making any decisions with respect to Digital Asset transactions.

6.9. Designating a Fiduciary. For security reasons, if we receive legal documentation confirming your death or other information leading us to believe you have died, we will freeze your Coinbase Account and during this time, no transactions may be completed until: (i) your designated fiduciary has opened a new Coinbase Account, as further described below, and the entirety of your Coinbase Account has been transferred to such new account; or

(ii) we have received proof in a form satisfactory to us that you have not died. If we have reason to believe you may have died but we do not have proof of your death in a form satisfactory to us, you authorize us to make inquiries, whether directly or through third parties, that we consider necessary to ascertain whether you have died. Upon receipt by us of proof satisfactory to us that you have died, your designated fiduciary will be required to open a new Coinbase Account in order to gain access to the contents of your Coinbase Account. If you have not designated a fiduciary, then we reserve the right to (i) treat as your fiduciary any person entitled to inherit your Coinbase Account, as determined by us upon receipt and review of the documentation we, in our sole discretion, deem necessary or appropriate, including (but not limited to) a will, a living trust or a small estate affidavit; or (ii) require an order designating a fiduciary from a court having competent jurisdiction over your estate. In the event we determine, in our sole discretion, that there is uncertainty regarding the validity of the fiduciary designation, we reserve the right to require an order resolving such issue from a court of competent jurisdiction before taking any action relating to your Coinbase Account.

6.10. Suspension, Termination, and Cancellation. Coinbase may suspend, restrict, or terminate your access to any or all of the Coinbase Services, and/or deactivate or cancel your Coinbase Account(s), with immediate effect for any reason at its sole discretion and is under no obligation to disclose the details of its decision to take such action with you. You acknowledge that Coinbase's decision to take certain actions, including limiting access to, suspending, or closing your account for any reason in our sole discretion, may be based on confidential criteria that are essential to Coinbase's risk management and security protocols. You agree that Coinbase is under no obligation to disclose the details of its risk management and security procedures to you.

You will be permitted to transfer Supported Digital Assets or funds associated with your hosted Digital Asset Wallet(s) and/or your USD Wallet(s) for ninety (90) days after Account deactivation or cancellation unless such transfer is otherwise prohibited (i) under applicable law, including but not limited to applicable sanctions programs; or (ii) by a facially valid subpoena or court order. You may cancel your Coinbase Account(s) at any time by visiting <https://www.coinbase.com/settings/cancel>. You will not be charged for canceling your Coinbase Account(s), although you will be required to pay any outstanding amounts owed to Coinbase. You authorize us to cancel or suspend any pending transactions at the time of cancellation.

Coinbase may discontinue or change any product, service, or feature, in its sole discretion, at any time. You agree that we may transfer you to a product or service that is reasonably similar to the discontinued or changed product or service, to the extent such product or service exists. We will provide you with prior notice of material changes, discontinuation, or the transfer related to a product, service, or feature, to the extent required or applicable.

6.11. Export Controls and Sanctions. Your use of the Coinbase Services and the Site is subject to applicable law including but not limited to export restrictions, end-user restrictions, antiterrorism laws, and economic sanctions. By sending, receiving, buying, selling, trading, or storing Digital Assets through the Site or Coinbase Services, you agree that you will comply with all applicable laws. You are not permitted to acquire Digital Assets or use any of the Coinbase Services through the Site if doing so would violate applicable laws and regulations, including but not limited to those of the United Nations Security Council, the United States (including prohibiting dealings with sanctioned persons identified by the U.S. Department of the Treasury's Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons ("SDN"), or other U.S. non-SDN restricted or prohibited parties lists, and those prohibiting dealings with persons organized, resident, or located in comprehensively sanctioned jurisdictions), and/or any other applicable federal, state, municipal or local laws and regulations (each as amended from time to time).

7. Customer Feedback, Queries, Complaints, and Dispute Resolution

7.1. Contact Coinbase. If you have feedback, or general questions, contact us via our Customer Support webpage at <https://help.coinbase.com>. Coinbase requires that all legal documents (including civil subpoenas, complaints, and small claims) be served on our registered agent for service of process. Current contact information for our registered agent in each state can be found [here](#).

Please note that our registered agent will accept service only if the entity identified as the recipient of the document identically matches the name of the entity registered with the Secretary of State and for which our registered agent is authorized to accept service (Coinbase, Inc.). By accepting service of a legal document, Coinbase does not waive any objections we may have and may raise in response to such document.

7.2. Formal Complaint Process. If you have a complaint with Coinbase, you agree to first contact Coinbase through our support team to attempt to resolve any such dispute amicably. **If we cannot resolve the dispute through**

Coinbase Support, you agree to use the Formal Complaint Process set forth below before filing any arbitration claim or small claims action as described further in Appendix 5 below. You must complete the Formal Complaint Process before filing any arbitration or small claims action. If you do not complete it, then you agree that your claim or action must be dismissed from arbitration or small claims court.

7.2.1. Procedural Steps. In the event that the dispute is not resolved through your contact with Coinbase Support, you agree to use our complaint form to describe your dispute, how you would like us to resolve the complaint, and any other relevant information. The complaint form can be found [here](#) for Coinbase and [here](#) for Coinbase Pro, or can be requested from Coinbase Customer Support. If you prefer to send a written complaint via mail, please include as much information as possible in describing your complaint and how you would like us to resolve the complaint, including your support case number and any other relevant information to Coinbase, Inc., 82 Nassau St #61234, New York, NY 10038. We will acknowledge receipt of your complaint form after you submit it. A Coinbase customer relations agent will review and evaluate your complaint based on the information you have provided and information in the possession of Coinbase. The Formal Complaint Process is completed when Coinbase responds to your complaint or forty-five (45) business days after the date we receive your complaint, whichever occurs first.

7.3. Arbitration. You agree to be bound by the Arbitration Agreement in Appendix 5 to this Agreement.

8. Liabilities & Indemnification

8.1. Release of Coinbase; Indemnification. If you have a dispute with one or more users of the Coinbase Services, you release Coinbase, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. You agree to indemnify and hold Coinbase, its affiliates and service providers, and each of its or their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

8.2. Limitation of Liability; No Warranty. IN NO EVENT SHALL COINBASE, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (I) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE SUPPORTED DIGITAL ASSETS ASSOCIATED WITH YOUR DIGITAL ASSET WALLET AT THE TIME OF THE EVENT OR CIRCUMSTANCE GIVING RISE TO YOUR CLAIM OR (II) FOR ANY LOST PROFITS, LOSS OF GOODWILL OR REPUTATION, LOSS OF DATA, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH ANY USE OF THE COINBASE SITE OR THE COINBASE SERVICES, OR THIS AGREEMENT, EVEN IF COINBASE HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF COINBASE'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. THIS MEANS, BY WAY OF EXAMPLE ONLY (AND WITHOUT LIMITING THE SCOPE OF THE PRECEDING SENTENCE), THAT IF YOU CLAIM THAT COINBASE FAILED TO PROCESS A BUY OR SELL TRANSACTION PROPERLY, YOUR DAMAGES ARE LIMITED TO NO MORE THAN THE LESSER OF THE VALUE OF THE SUPPORTED DIGITAL ASSETS AT ISSUE IN THE TRANSACTION OR THE TOTAL VALUE OF THE SUPPORTED DIGITAL ASSETS ASSOCIATED WITH YOUR DIGITAL ASSET WALLET, AND THAT YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, DIMINUTION IN VALUE OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES ARISING OUT OF OR RELATING TO DIGITAL ASSETS THAT ARE NOT SUPPORTED DIGITAL ASSETS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE COINBASE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COINBASE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. COINBASE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE COINBASE SITE, ANY PART OF THE COINBASE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. COINBASE DOES NOT GUARANTEE THAT ANY ORDER WILL BE EXECUTED, ACCEPTED, RECORDED OR REMAIN OPEN. EXCEPT FOR THE EXPRESS STATEMENTS SET FORTH IN THIS AGREEMENT, YOU

HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF THE COINBASE SERVICES AND COINBASE SITE. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT COINBASE WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (I) ANY INACCURACY, DEFECT OR OMISSION OF DIGITAL ASSET PRICE DATA, OR ANY ERROR, DELAY OR INTERRUPTION IN THE TRANSMISSION OF SUCH DATA; (II) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OUR WEBSITES, SOFTWARE, SYSTEMS OPERATED BY US OR ON OUR BEHALF OR ANY OF THE COINBASE SERVICES OR ANY WEBSITE OR SERVICE LINKED TO OUR WEBSITE; (III) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN OUR WEBSITES, SOFTWARE, SYSTEMS OPERATED BY US OR ON OUR BEHALF OR ANY OF THE COINBASE SERVICES; OR (IV) A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR COINBASE ACCOUNT.

Coinbase will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but Coinbase makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

IF YOU ARE A NEW JERSEY RESIDENT, the provisions of this Section 8.2 are intended to apply only to the extent permitted under New Jersey law.

The foregoing limitations of damages, liability and no warranty provisions set forth above in this Section 8.2 are fundamental elements of the basis of the bargain between Coinbase and you.

9. General Provisions

9.1. Entire Agreement. This Agreement, the Privacy Policy, E-Sign Disclosure and Consent Policy, Prohibited Use Policy, and Appendices incorporated by reference herein comprise the entire understanding and agreement between you and Coinbase as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), between you and Coinbase. Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

9.2. Assignment. We reserve the right to assign our rights without restriction, including without limitation to any Coinbase affiliates or subsidiaries, or to any successor in interest of any business associated with the Coinbase Services. In the event that Coinbase is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control. You may not assign any rights and/or licenses granted under this Agreement. Any attempted transfer or assignment by you in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

9.3. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

9.4. Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, Coinbase Account cancellation, debts owed to Coinbase, general use of the Coinbase Site, disputes with Coinbase, and general provisions, shall survive the termination or expiration of this Agreement.

9.5. Governing Law. You agree that the laws of the State of California, without regard to principles of conflict of laws, will govern this Agreement and any Dispute, except to the extent governed by federal law.

9.6. Force Majeure. We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, significant market volatility, act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, pandemic, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

9.7. Non-Waiver of Rights. This Agreement shall not be construed to waive rights that cannot be waived under applicable laws, including applicable state money transmission laws in the state where you are located. In addition, our failure to insist upon or enforce strict performance by you of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment to any extent of our right to assert or rely upon any such provision or right in that or any other instance.

9.8. Relationship of the Parties. Coinbase is an independent contractor for all purposes. Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between you and Coinbase, or authorize you to act as agent of Coinbase.

APPENDIX 1: Verification Procedures and Limits

As a regulated financial service company operating in the US we are required to identify users on our platform. This ensures we remain in compliance with KYC/AML laws in the jurisdictions in which we operate, something that is necessary for us to be able to continue to offer Digital Asset exchange services to our customers. Coinbase collects and verifies information about you in order to: (i) protect Coinbase and the community from fraudulent users; and (ii) to keep appropriate records of Coinbase's customers. Your daily or weekly Conversion limits, Coinbase Pro deposit, withdrawal and trading limits, Instant Buy limits, USD Wallet transfer limits, and limits on transactions from a linked payment method are based on the identifying information and/or proof of identity you provide to Coinbase.

All U.S. customers who wish to use Coinbase Services are required to establish a Coinbase Account by:

- Providing your name and valid email address, a password and your state of residence;
- Certifying that you are 18 years or older;
- Accepting User Agreement and Privacy Policy; and
- Verifying your identity by submitting the following information:
 - Name
 - DOB
 - Physical address
 - SSN (or ID # from gov't issued ID)
 - Source of funds
 - Income/employment information (US only)
 - Explanation of activity (US only)

All U.S. customers who wish to send and receive Digital Assets on to the blockchain are required to:

- Submit a copy of an acceptable form of identification (i.e. passport, state driver's license, or state identification card); and
- Submit a picture of yourself or a selfie from your webcam or mobile phone.

Notwithstanding these minimum verification procedures for the referenced Coinbase Services, Coinbase may require you to provide or verify additional information, or to wait some amount of time after completion of a transaction, before permitting you to use any Coinbase Services and/or before permitting you to engage in transactions beyond certain volume limits. You may determine the volume limits associated with your level of identity verification by visiting your account's [Limits](#) page.

You may contact us at <https://help.coinbase.com> to request larger limits. Coinbase will require you to submit to Enhanced Due Diligence. Additional fees and costs may apply, and Coinbase does not guarantee that we will raise your limits.

APPENDIX 2: E-Sign Disclosure and Consent

This policy describes how Coinbase delivers communications to you electronically. We may amend this policy at any time by providing a revised version on our website. The revised version will be effective at the time we post it. We will provide you with prior notice of any material changes via our website.

Electronic Delivery of Communications

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "**Communications**") that we provide in connection with your Coinbase Account(s) and your use of Coinbase Services. Communications include:

- Terms of use and policies you agree to (e.g., the Coinbase User Agreement and Privacy Policy), including updates to these agreements or policies;
- Account details, history, transaction receipts, confirmations, and any other Account or transaction information;
- Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- Responses to claims or customer support inquiries filed in connection with your Account.

We will provide these Communications to you by posting them on the Coinbase Site, emailing them to you at the primary email address listed in your Coinbase profile, communicating to you via instant chat, and/or through other electronic communication such as text message or mobile push notification.

Hardware and Software Requirements

In order to access and retain electronic Communications, you will need the following computer hardware and software:

- A device with an Internet connection;
- A current web browser that includes 128-bit encryption (e.g. Internet Explorer version 9.0 and above, Firefox version 3.6 and above, Chrome version 31.0 and above, or Safari 7.0 and above) with cookies enabled;
- A valid email address (your primary email address on file with Coinbase); and
- Sufficient storage space to save past Communications or an installed printer to print them.

How to Withdraw Your Consent

You may withdraw your consent to receive Communications electronically by contacting us at <https://help.coinbase.com>. If you fail to provide or if you withdraw your consent to receive Communications

electronically, Coinbase reserves the right to immediately close your Coinbase Account or charge you additional fees for paper copies.

Updating your Information

It is your responsibility to provide us with a true, accurate and complete e-mail address and your contact information, and to keep such information up to date. You understand and agree that if Coinbase sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Coinbase will be deemed to have provided the Communication to you.

You may update your information by logging into your account and visiting settings or by contacting our support team at <https://help.coinbase.com>.

APPENDIX 3: State License Disclosures

Coinbase maintains licenses to engage in money transmission activities in many states, and these licenses may impact our provision and your use of certain Coinbase Services depending on where you live. Coinbase's licenses and corresponding required disclosures can be found on the [Coinbase Licenses](#) page, which is incorporated by reference.

If you live in the following jurisdictions, we are required to provide you with the following information:

Alaska Please note that this license does not cover the transmission of virtual currency.

If your issue is unresolved by Coinbase, Inc., 1-888-908-7930, please submit formal complaints with the State of Alaska, Division of Banking & Securities.

Please download the form here:

<https://www.commerce.alaska.gov/web/portals/3/pub/DBSGeneralComplaintFormupdated.pdf>

Submit formal complaint form with supporting documents: Division of Banking & Securities PO Box 110807 Juneau, AK 99811-0807

If you are an Alaska resident with questions regarding formal complaints, please email us at dbs.licensing@alaska.gov or call Nine Zero Seven Four Six Five Two Five Two One

Arizona If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc.'s money transmission activity, you may complete an Online Complaint Form as stated on the File a Complaint against a Financial Institution or Enterprise page <https://difi.az.gov/complaint>

AZ e-Licensing Portal for filing a complaint:

AZDFI Consumer Complaint Portal: https://elicense.az.gov/ARDC_FileComplaint

Arkansas If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us>.

If you still have an unresolved complaint regarding Coinbase, Inc.'s money transmission activity, you may file the [completed complaint form](#) by e-mailing to ASDInfo@securities.arkansas.gov or by mailing at:

1 COMMERCE WAY, SUITE 402 LITTLE ROCK, ARKANSAS 72202 TELEPHONE: (501) 324-9260 FACSIMILE: (501) 324-9268

Colorado [MO7 Customer Notice - COLORADO MONEY TRANSMITTERS ACT](#)

If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc.'s money transmission activity, you may file it by contacting the Colorado Division of Banking.

The Complaint Process

All consumer complaints filed with the Colorado Division of Banking must be submitted in writing. All consumer complaints filed with the Division must be submitted in writing. You will not fill out the form online. Instead, you must download the file to your own device and edit that version. When completing the form, please provide detailed information and fill it out completely.

[Complaint Form \(PDF\)](#)

Send the complaint and supporting documentation by regular mail, facsimile, or electronic mail (e-mail) to the Colorado Division of Banking. NOTE: If filing electronically, scan and/or save the completed complaint form with related attachments to a PDF file, a Word doc, or Zip file, and attach to your E-mail.

Colorado Division of Banking 1560 Broadway, Suite 975, Denver, CO 80202 Phone: 303-894-7575 Fax: 303-894-7570
E-mail: DORA_BankingWebsite@state.co.us

District of Columbia If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc.'s money transmission activity, you may file it by contacting the Department at:

District of Columbia Department of Insurance, Securities and Banking 1050 First St., NE, Suite 801 Washington, DC 20002 Phone: (202) 727-8000 Fax: (202) 354-1085 E-mail: disbcomplaints@dc.gov

[Consumer Complaint Form Mail-in Version](#)

Florida If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc.'s money transmission activity, you may file it by contacting the Florida Office of Financial Regulation at: Online: <https://flofr.gov/sitePages/FileAComplaint.htm>. To file your complaint, you will need to register electronically through Online Services. A valid email address is required.

Florida Office of Financial Regulation - Consumer Finance 200 E. Gaines Street, Tallahassee, FL 32399-0376 850-487-9687

FL Office of Financial Regulation Complaint Portal: <https://flofr.gov/sitePages/FileAComplaint.htm>

Georgia Licensed by The Georgia Department of Banking and Finance. (Lic. # 42796/ NMLS# 1163082).

If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc.'s money transmission activity, you may file it by contacting the Georgia Department of Banking and Finance - Consumer Resources: <https://consumer.georgia.gov/resolve-your-dispute/how-do-i-file-complaint>

Illinois If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc.'s money transmission activity, you may file it by contacting the Illinois Division of Banking at:

Illinois Department of Financial and Professional Regulation Online:
<https://www.idfpr.com/DFI/DFIComplaintForm.asp>

Division of Financial Institutions: Fill In and Print Complaint Form for Currency Exchange and Title Insurance
<https://www.idfpr.com/admin/DFI/F1717DFI CHI.pdf>

Kansas If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc.'s

money transmission activity, you may file it by contacting the Office of the State Bank Commissioner.

If submitting electronically, submit your complaint here: <https://www.osbckansas.org/consumers/file-a-complaint/>

Mail or fax the completed consumer assistance form and attachments to:

Kansas Office of the State Bank Commissioner: Attn: Consumer Affairs 700 SW Jackson St, Suite 300 Topeka, KS 66603 Fax: (785) 371-1229 Email: complaints@osbckansas.org

Louisiana Please note the license issued to Coinbase, Inc. by the Louisiana Office of Financial Institutions does not cover the exchange or transmission of virtual currency.

If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc.'s money transmission activity, you may file it by contacting the Office of Financial Institutions.

All complaints must be submitted in writing. To file a complaint, please complete the complaint form and send to [OFI](#) by mail, email, or fax.

Maryland If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc.'s money transmission activity, you may file it by contacting the Maryland Department of Labor.

The Commissioner of Financial Regulation for the State of Maryland will accept all questions or complaints from Maryland residents regarding [License No. 12-1163082 and NMLS ID: 1163082] by contacting the Commissioner's office at: 500 North Calvert Street, Suite 402, Baltimore, Maryland 21202, or (888) 784-0136. Additional information about Coinbase, Inc. may be obtained at www.nmlsconsumeraccess.org

Minnesota If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc.'s money transmission activity, you may file it by contacting the Minnesota Department of Commerce.

To make a complaint, please make a call contacting the following:

Minnesota Department of Commerce 85 8th Place East, Suite 208 Saint Paul, MN 55101 (Local) 651-539-1500 (Complaints) 651-539-1600

Mississippi The Mississippi Department of Banking & Consumer Finance recommends that you attempt to resolve your complaint with the financial institution first by contacting Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us> to allow the opportunity to resolve the issue(s). If you still have an unresolved complaint regarding Coinbase, Inc.'s money transmission activity, you may file you complain online at <https://dbcf.ms.gov/complaint-form/>

Nevada Coinbase, Inc. is licensed by the Nevada Department of Business and Industry as a money transmitter. At this time, the Nevada Department of Business and Industry does not license or regulate services related to virtual currency, including but not limited to virtual currency transmission or exchange which may be conducted by Coinbase.

New York Please note the following disclosures associated with virtual currency:

- Virtual currency is not legal tender, is not backed by the government, and accounts and value balances are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections.
- Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of virtual currency.
- Transactions in virtual currency may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.

- Some virtual currency transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that the customer initiates the transaction.
- The value of virtual currency may be derived from the continued willingness of market participants to exchange fiat currency for virtual currency, which may result in the potential for permanent and total loss of value of a particular virtual currency should the market for that virtual currency disappear.
- There is no assurance that a person who accepts a virtual currency as payment today will continue to do so in the future.
- The volatility and unpredictability of the price of virtual currency relative to fiat currency may result in significant loss over a short period of time.
- The nature of virtual currency may lead to an increased risk of fraud or cyber attack.
- The nature of virtual currency means that any technological difficulties experienced by Coinbase may prevent the access or use of a customer's virtual currency.
- Any bond or trust account maintained by Coinbase for the benefit of its customers may not be sufficient to cover all losses incurred by customers.

Coinbase, Inc. is regulated and licensed as a money transmitter by the New York State Department of Financial Services. If you have a question or complaint, please **first** contact the consumer assistance division of Coinbase at <https://help.coinbase.com> or (888) 908-7930, or at its mailing address: 82 Nassau St #61234, New York, NY 10038.

For unresolved/written complaints, you may mail a complaint to New York State Department of Financial Services, Consumer Services Division, One State Street, New York, NY 10004-1417, (800) 342-3736, email: consumers@dfs.ny.gov, website: www.dfs.ny.gov/complaint.

Tennessee Coinbase, Inc. is licensed by the Tennessee Department of Financial Institutions as a money transmitter.

The Tennessee Department of Financial Institutions does not regulate virtual currency. Please note that this license and the required surety bond do not cover the transmission of virtual currency. The Tennessee Department of Financial Institutions does not regulate virtual currency. Tennessee's Money Transmitter License and the required surety bond do not cover the transmission of virtual currency. However, any company that offers to exchange, administer, or maintain virtual currencies for sovereign currency may be subject to state regulation and licensing as well as federal regulation. To verify a licensed Tennessee Money Transmitter, please click [HERE](#) or visit the NMLS Consumer Access website [HERE](#).

Texas If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc. money transmission activity, please direct your complaint to: <https://www.dob.texas.gov/money-services-businesses/how-file-complaint>

Virginia Coinbase, Inc. is licensed by the Virginia State Corporation Commission as a money transmitter, but such license does not cover the transmission of virtual currency (Bitcoin).

Washington If you have a complaint, please contact Coinbase, Inc. at 1-888-908-7930 or <https://help.coinbase.com/en/contact-us>. If you still have an unresolved complaint regarding Coinbase, Inc. money transmission activity, you may file it by contacting the Washington Department of Financial Institutions at <https://dfi.wa.gov/consumers/money-services-complaint>

APPENDIX 4: Additional Services

In addition to the Services described in the Agreement, the following services ("**Additional Services**") may be made available by Coinbase to Users that fulfill certain eligibility criteria. The provisions for each Additional Service herein apply to your use of such Additional Service, in addition to the other applicable provisions of the Agreement. If you do not use any Additional Services, then this Appendix does not apply to you.

1. Coinbase Card

1. Coinbase Card. When you hold Fiat Currency denominated in U.S. Dollars (USD) or Supported Digital Assets on Coinbase, you may be given the option to apply for a Coinbase Visa Card ("**Card**") issued by Pathward National Association ("**Pathward**," previously known as "Metabank, N.A."). To use the Card, you must agree to the Coinbase Card terms ("**Coinbase Card Terms**") set out below **and** to the Coinbase Card Cardholder Agreement with Pathward ("**Cardholder Agreement**").

1.1. Role of the Coinbase Card Terms. These Coinbase Card Terms govern the basis upon which Coinbase will provide you with the Card and your use of the Card, including within the Coinbase Site. The Card is issued to you by Pathward and should be read in conjunction with the Cardholder Agreement and this User Agreement.

1.2. Role of the Card. The Card can be used to purchase goods and services from merchants at point of sale terminals, over the telephone, online, or on payment platforms, or withdraw cash from automated teller machines ("**ATMs**") that accept Visa cards ("**Card Transactions**"). The Card account at Pathward ("**Card Account**") will be linked to your USD Wallet and Digital Asset Wallet. You will be required to elect USD in your USD Wallet or a Supported Digital Asset in your Digital Asset Wallet as your default spending currency ("**Preferred Spending Currency**") before you can use your Card and can update your Preferred Spending Currency at any time.

1.2.1 Funding your Card Account with Direct Deposit. If you are eligible and we have verified your required identifying information, you may fund your Card Account with Direct Deposit. Please see the Direct Deposit terms in Section 6 of this Appendix.

1.3. Card Services. Pursuant to the terms of your Cardholder Agreement, you may use the Card to make various Card Transactions.

1.4. Supported Digital Asset as Preferred Spending Currency. When you select a Supported Digital Asset as your Preferred Spending Currency and use your Card, you authorize Coinbase to facilitate your sale of your Supported Digital Asset, the proceeds of which you authorize Coinbase to use to fund Card Transactions in USD.

1.4.1. Role of Coinbase. Coinbase is responsible for facilitating your sale of your Preferred Digital Asset ("**Digital Asset Services**") when applicable, to other Coinbase Customers and transferring funds to your Card Account to enable payments to merchants for the purchase of goods and services, and to you for ATM withdrawals, in USD in the amount authorized by the Card Transaction (the "**Purchase Price**").

1.4.2. When you select a Supported Digital Asset as your Preferred Spending Currency and use your Card to make a Card Transaction, you authorize the:

1.4.2.1. Sale of your Preferred Digital Asset in the amount of the Purchase Price plus the accompanying fees and charges described in the Cardholder Agreement if applicable and Section 1.11 of these Coinbase Card Terms and Section 3.3 of this User Agreement (together, the "**Total Purchase Price**") and converted at the prevailing trading rate on Coinbase's trading platform ("**Exchange Rate**") (the "**Total Transaction Price**") from your Digital Asset Wallet; and

1.4.2.2. Transfer of the Total Purchase Price in Fiat Currency from your Coinbase USD Wallet to the Card Account so that Pathward can facilitate the transfer of: (i) the Purchase Price to the merchant (i.e., for the purchase of goods and services) or to you (i.e., for ATM withdrawals); and (ii) any fees and charges described in the Cardholder Agreement, except for any fees and charges described in this User Agreement via the Visa Card Scheme ("**Card Scheme**").

1.5. Applying for the Card. If you apply for a Card, you will be required to provide certain personal information. You agree that we may share personal information you previously provided to us under our [Privacy Policy](#) to verify your

identity, with Pathward and with service providers acting on our behalf or on Pathward's behalf solely to verify your identity or address, and/or to manage risk as required under applicable law. Personal information shared with Pathward will be treated in accordance with its [Privacy Policy](#). If you do not provide this information, or if Pathward is unable to verify your identity with the information provided by Coinbase, your application for a Card will not be considered. We may refuse to facilitate processing of your application through Pathward if we determine in our sole discretion that you are in breach of the terms of the User Agreement.

1.6. Activating the Card. You must sign a physical Card as soon as you receive it and must activate the Card to be able to use it. Activation instructions are set out on the packaging that the Card is attached to and within the Coinbase Site. A virtual Card can be used immediately upon receipt and does not need to be activated.

1.7. Using the Card.

1.7.1. You agree that you will use the Card in accordance with these Coinbase Card Terms, this User Agreement, and the Cardholder Agreement.

1.7.2. Your consent will be required in order to use the Card to make a Card Transaction. You may give your consent in the following ways depending on the type of Card Transaction that you are trying to make and the information required by the merchant or ATM:

1.7.2.1. Purchase of goods and services from a merchant on the merchant's premises from a point of sale terminal or withdrawing cash from an ATM: You may be required to enter the personal identification number ("**PIN**") that we will arrange for you to receive from Pathward (or that you may choose) from time to time unless the Card Transaction is being made via a contactless card reader in which case the presentation of the Card will be sufficient to demonstrate consent.

1.7.2.2. Purchase of goods and services from a merchant by telephone, online, or on a payments platform: You may be required to provide Card details such as the Card number, expiration date, and three digit security code from the reverse side of the Card.

1.8. Errors or Unauthorized Transactions. If you believe your Card has been lost or stolen, or that an error or unauthorized transaction has occurred, you should contact Coinbase Customer Service immediately by phone at (888) 908-7930 or email at card@coinbase.com. Coinbase will not be liable for unauthorized transactions. See Section 3 of the Cardholder Agreement for more information regarding your liability for unauthorized transactions. See Section 8 of the Cardholder Agreement for information regarding Error Resolution.

1.9. Maximum Execution Time. The maximum execution time of the Card Transaction itself is dependent on actions being taken by the merchant, ATM owner, Card Scheme and/or other service providers. Coinbase will use commercially reasonable endeavors to comply with and adhere to the Card Scheme's settlement timing requirements.

1.10. Usage Limits. The usage limits for the Card are set out in Section 4 of your Cardholder Agreement.

1.11. Fees and Charges. When we perform the Digital Asset Services, Coinbase will not charge transaction fees but will include a spread, in accordance with this User Agreement. You can find a list of our fees and charges on our [Pricing and Fees Disclosures page](#) which are separate from any fees and charges included in your Cardholder Agreement. You are at all times responsible for the Total Purchase Price in Fiat Currency and the Total Transaction Price in Supported Digital Asset when you make a Card Transaction.

1.12. Refunds. If you are entitled to a refund for any reason for goods or services obtained with your Card, the refund shall be processed in accordance with the terms set out in Section 9(b) of your Cardholder Agreement. Once a refund has been posted by the merchant, we will arrange for it to be refunded to your USD Wallet in Fiat Currency.

1.13. Right to Charge Exchange Rates for Hold Returns. If your Card Transaction is subject to a preauthorization hold as described in Section 7(f) of your Cardholder Agreement, once the amount of the Total Purchase Price is received, we will arrange for any remaining amount to be refunded to your USD Wallet or Digital Asset Wallet (as applicable) in your Preferred Spending Currency, which shall be calculated using the Exchange Rate applicable at the time of refund.

1.14. Information Regarding Card Transactions. You may find details regarding Card Transactions that you have executed in the Coinbase Card portal of the Coinbase Site ("**Coinbase Card Portal**").

1.15. Rewards Program. Your Card will be automatically enrolled in our Digital Assets rewards program ("**Rewards Program**") upon activation. You will then be able to opt-in to the Rewards Program by electing a Supported Digital Asset from a range of Supported Digital Assets that we may offer from time to time ("**Preferred Digital Asset**"). After you have opted-in, you will be eligible to earn your Preferred Digital Asset in return for Card Transactions ("**Rewards**") except for cash withdrawals, the purchase or re-load of stored value cards and payments made to financial institutions associated with the purchase of merchandise or services or the repayment of loans, credit card balances and debts. The amount of the Reward for a Card Transaction is calculated by multiplying the Purchase Price by the applicable Rewards Percentage which will be published within the Coinbase Card Portal from time to time. This amount will be deposited into your Digital Asset Wallet in your Preferred Digital Asset. Earned and redeemed Rewards will be reflected in your Card Transaction log.

1.16. Exceptions to Rewards Program. We accept no responsibility for the goods or services purchased by you with your Card. All such disputes must be addressed directly with the merchant providing the relevant goods or services. If you receive a return, credit, or chargeback related to a Card Transaction from a merchant for any good or service and we have provided you with a Reward for that Card Transaction, we will be entitled to debit your Digital Asset Wallet the amount of the original Reward using the Exchange Rate applicable at the time of the Card Transaction. Upon the commencement of any proceedings by or against you under any bankruptcy or insolvency law, Rewards cannot be redeemed. We reserve the right to alter, change and/or terminate the Rewards Program, at any time and for any reason, which may result in the cancellation of unredeemed Rewards, upon written (including electronic) notice to you. In addition, we reserve the right to immediately disqualify you from the Rewards Program if you have violated these Coinbase Card Terms or if you have, in our determination, misused the Rewards Program.

1.17. Right to Debit, Access, or Offset Other Coinbase Services. If for any reason you have insufficient Fiat Currency in your USD Wallet or insufficient Supported Digital Asset in the relevant Digital Asset Wallet selected to fund a Card Transaction, we reserve the right to debit, access, or offset the amount of all or part of the Card Transaction from any other Coinbase Service that you obtain from us, including but not limited to any USD or Supported Digital Assets you hold today, or in the future, in any USD Wallet, Digital Asset Wallet, or in connection with any other Coinbase Services. This includes situations where Coinbase has granted you provisional credit in USD or Supported Digital Assets in connection with a disputed Card Transaction that is later resolved in favor of the opposing party.

1.18. Restriction, Suspension, and Termination. Card Transactions or your Card use may be restricted, suspended or terminated with immediate effect in situations where:

1.18.1. We are, in our reasonable opinion, required to do so by contract or by applicable law or any court or other authority to which we are subject in any jurisdiction;

1.18.2. We reasonably suspect you of acting in breach of these Coinbase Card Terms (including any provision of this User Agreement), or the Cardholder Agreement;

1.18.3. We have concerns that a Card Transaction is erroneous or about the security of your Card or your Coinbase Account or we suspect the Coinbase Services are being used in a fraudulent or unauthorized manner;

1.18.4. We suspect money laundering, terrorist financing, fraud, or any other financial crime;

1.18.5. If your credit or debit card or any other valid payment method linked to your USD Wallet or Digital Asset Wallet is declined;

1.18.6. Use of your Coinbase Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Coinbase Account activity; or

1.18.7. You have insufficient USD in your USD Wallet or Supported Digital Assets in your Digital Asset Wallet to cover the Total Transaction Price of a relevant Card Transaction.

If Card Transactions, your Card use and/or any or all Coinbase Services are restricted, suspended or terminated in this way, we will (unless it would be unlawful for us to do so), provide you with notice of our actions and the reasons for refusal, restriction, suspension, or termination where appropriate, with the procedure for correcting

any factual errors that led to the refusal, suspension or termination. In the event that we decline a card transaction and/or restrict, suspend, or terminate your use of the Card and any/or any or all Coinbase Services, we will reinstate the Card Transaction and/or lift the restriction, suspension, or termination as soon as reasonably practicable once the reasons for decline and/or restriction, suspension, or termination cease to exist.

1.19. These Coinbase Card Terms and the Cardholder Agreement. In the event of a conflict between this User Agreement, including these Coinbase Card Terms and the Cardholder Agreement, the provisions of the Cardholder Agreement shall prevail.

1.20. Coinbase Liability. This section operates in addition to any limitation of liability expressed elsewhere in this User Agreement.

1.20.1. Coinbase will not be liable to you for any loss arising from:

1.20.1.1. A merchant refusing to accept a Card;

1.20.1.2. Any breach by Coinbase of the User Agreement due to abnormal or unforeseen circumstances beyond Coinbase's reasonable control, which would have been unavoidable despite Coinbase's efforts to stop it;

1.20.1.3. Pathward restricting, suspending, or terminating a Card or refusing to issue or replace a Card in accordance with these Coinbase Card Terms;

1.20.1.4. Pathward declining a Card Transaction that you make or attempt to make using a Card;

1.20.1.5. Coinbase restricting, suspending, or terminating your USD Wallet, Digital Asset Wallet, or any related Coinbase Services; or

1.20.1.6. Coinbase's compliance with any applicable laws and regulations.

1.20.2. Coinbase will not be liable for the goods or services that you purchase from a merchant using a Card.

1.20.3. Where a Card is faulty, Coinbase's liability shall be limited to assisting with the replacement of the Card.

2. USDC Rewards

USDC IS NOT LEGAL TENDER. USDC IS A SUPPORTED DIGITAL ASSET AND COINBASE HAS NO RIGHT TO USE ANY USDC IN YOUR COINBASE ACCOUNT. COINBASE IS NOT A DEPOSITORY INSTITUTION, AND YOUR USDC WALLET IS NOT A DEPOSIT ACCOUNT.

1.1. Eligibility. If you are [eligible](#), you can earn rewards for holding USDC in your Coinbase Account. So long as you hold at least \$1 of USDC in your Coinbase Account, you will automatically earn amounts of USDC as described below in the "Calculation" section ("**USDC Rewards**"). If at any time you do not hold at least \$1 of USDC in your Coinbase Account, your enrollment in USDC Rewards will be paused until such time that you do hold at least \$1 of USDC in your Coinbase Account. During such period you will retain all USDC Rewards previously accrued but not yet distributed. Such accrued rewards will be distributed as described below in the "Calculation" section. If at any time you are deemed [ineligible](#), your enrollment in USDC Rewards will be similarly paused. You can opt-out of, or back into, USDC Rewards at any time by following the instructions [here](#). If you opt-out of USDC Rewards or close your Coinbase Account, you will forfeit the rewards you have accrued (that are not yet distributed for the current calendar month) up to that time. USDC held on Coinbase Pro is not eligible for USDC Rewards.

1.2. Calculation. Rewards are earned on a daily basis in the form of USDC at the then current **USDC Rewards Rate**. Our current **USDC Rewards Rate** can be found [here](#). Our current **USDC Rewards Annual Percentage Yield**, which includes the effect of monthly compounding, can be found [here](#) and [here](#). Rewards earned in a particular month are airdropped into your Coinbase USDC wallet within five (5) business days after the start of the next calendar month. USDC Rewards distributed to you are rounded-down to the nearest sixth decimal place. We use the **Daily Balance Method** to determine the rewards you earn for a particular day, using your average balance of USDC on that specific day as that day's balance. The rate used to determine rewards earned for a particular day is the then current **USDC Rewards Rate** divided by 365.

1.3. Changes. We reserve the right to change the **USDC Rewards Rate Annual Percentage Yield** at any time by notification [here](#) and [here](#) and by other reasonable means of notice (including e-mail). Unless otherwise stated in the notice, no change will be effective until the first day of the calendar month after such notice is made. We reserve the right to add, change, or delete any provision of these terms and to terminate the USDC rewards program, or your participation in the program, at any time upon notice made in the same manner.

1.4. Definitions.

"USDC Rewards Rate" means the annual rate of rewards earned on a USDC wallet, which does not reflect compounding. The current USDC Rewards Rate can be found [here](#).

"USDC Rewards Annual Percentage Yield" or "APY" means the percentage rate reflecting the total amount of USDC Rewards earned, based on the then current USDC Rewards Rate and end of month compounding for a 365-day period. The current USDC Rewards Annual Percentage Yield can be found [here](#) and [here](#).

"Daily Balance Method" means the application of the daily periodic rate (derived from the APY) to the calendar day average of USDC held in your USDC wallet each day.

3. Staking Services

When you hold Supported Digital Assets on Coinbase you may be given the option to "stake" these assets in a third party proof of stake network via staking services provided by Coinbase or an affiliate or a third party. Please visit our [staking information page](#) for further details on how proof of stake works. Staking services are not available for Supported Digital Assets held on Coinbase Pro.

1.1. Staking Service is Optional. Staking services may be enabled by default for some or all of your Supported Digital Assets for which staking functionality is available on Coinbase. IN THE EVENT YOU ARE OPTED IN, YOU ARE NOT REQUIRED TO CONTINUE TO STAKE WITH COINBASE AND YOU CAN OPT-OUT OF ANY DEFAULT COINBASE STAKING SERVICES AT ANY TIME. FOR MORE INFORMATION VISIT THE [HELP CENTER](#). Unless otherwise specified, if you opt-out of staking services, you can opt back in at any time.

1.2. The Service; Rewards; Commission; Limitations. If you stake your assets with us, Coinbase, or one of its affiliates, will facilitate the staking of those assets on your behalf by acting as a transaction validator on the applicable network for the Supported Digital Asset you stake. If Coinbase or an affiliate successfully validates a block of transactions in that Supported Digital Asset, you may earn a reward granted by that Supported Digital Asset's network. Rewards are determined by the protocols of the [applicable network](#). If the applicable network distributes any rewards in unstaked form, Coinbase will use commercially reasonable efforts to restake those rewards. Rewards will be credited to your account by taking into account the amount of your principal and previously accrued rewards that remain staked with Coinbase. Coinbase will credit your account for any earned rewards after receipt by Coinbase, minus a commission. The current commission for each staking asset can be found in the [Help Center](#). Coinbase may change these rates at its discretion and without notice. In addition, Coinbase One members may have the opportunity to opt-in to lower commissions for certain assets, meaning opted-in Coinbase One members will have access to higher net reward rates for those assets ("Boosted Staking Rewards"). Coinbase may also offer lower commissions for certain assets on a promotional basis, and these promotional commissions may differ among Coinbase users at our discretion. The reduced commissions offered to Coinbase One members may differ among Coinbase One members at our discretion. Some Digital Asset networks subject staked assets to "slashing" if the transaction validator representing those assets incorrectly validates a transaction. Coinbase will use commercially reasonable efforts to prevent any staked assets from slashing; however, in the event they are, unless otherwise provided in this Agreement, Coinbase will promptly replace your assets at no additional cost. Some Digital Asset networks require that a certain amount of staked assets be locked (restricted from sale or transfer) for a certain period of time while staking. In some cases, withdrawal of staked assets may be delayed as a result of protocol unstaking periods or network conditions.

1.3. No Guarantee of Rewards. You have no right to a reward until it is received by Coinbase. Rewards will be distributed to your account promptly after they are received by Coinbase, except that Boosted Staking Rewards will be distributed in the month after they are received by Coinbase, within the first 5 business days of the month. Unless otherwise specified, the "staking rewards rate" disclosed by Coinbase for a particular Supported Digital Asset is an annualized historical rate based on the staking rewards generated by Coinbase in providing staking services to Coinbase customers for that Supported Digital Asset, minus our commission. This rate is an estimate

and may change over time. COINBASE DOES NOT GUARANTEE THAT YOU WILL RECEIVE ANY STAKING REWARDS, INCLUDING THE STAKING REWARDS RATES OR BOOSTED STAKING REWARDS.

1.4. Governance and Voting. For certain Digital Assets, the underlying protocols offer stakers the ability to vote on matters related to the governance of protocol-level issues. Coinbase may or may not support voting for such assets, and may cease supporting voting at any time in its discretion. Coinbase will comply with your instruction to vote your Supported Digital Assets to the extent Coinbase or its affiliate supports voting for such Supported Digital Assets. In certain cases, Coinbase may vote on your behalf where Coinbase or the applicable protocol does not support delegated voting; in those instances, Coinbase will vote with the protocol's recommendation.

1.5. Ethereum Staking. In addition to the terms outlined above, the following terms apply to staking your ETH through the Coinbase staking services. In the event of a conflict between the terms contained in this section and anything else in this Agreement, the terms in this section will govern:

1.5.1. Eligibility. Users who wish to stake ETH through Coinbase must meet certain requirements, as set forth [here](#). These requirements are subject to change.

1.5.2. Lockup Period. If you choose to stake your ETH, your ETH will be pledged for staking and will become locked on the Ethereum protocol until Phase 1.5 of the Ethereum network upgrade is completed. Coinbase has no control over the duration of or end date for the lockup period, which will ultimately be determined by the success of the update to the Ethereum network. Unlike other staking services provided through Coinbase, you will be unable to opt out of ETH staking once you've staked your ETH. Coinbase will not refund or replace any ETH you wish to unstake. Except as provided below, you will not be able to trade, transfer or otherwise access your staked ETH or ETH staking rewards during the lockup period.

1.5.3. No Guarantee of Success of Network Upgrade. Coinbase makes no guarantees that the upgrade to the Ethereum network will be successful, and you understand that if the network upgrade ultimately fails, you may lose all, or a portion of, your staked ETH. Coinbase will not be responsible for any ETH lost due to a network upgrade failure.

1.5.4. Ethereum Staking Rewards. Any rewards earned while staking your ETH through Coinbase will, unless otherwise stated, remain locked onchain until Phase 1.5 of the Ethereum network upgrade is completed. ETH staking rewards reflected in your account prior to the completion of Phase 1.5 of the Ethereum network upgrade are an estimate based on a combination of reward rates and the period of time for which you've staked your ETH (minus any Coinbase fees). Rewards will be reflected in your account, but may not be actually accessible until the end of the lockup period.

1.5.5. Slashing Penalties. Staking ETH means your staked assets can be subject to "slashing" by the Ethereum network if the transaction validator representing those assets incorrectly validates a transaction. Coinbase will use commercially reasonable efforts to protect against slashing incidents; however, in the event of slashing, Coinbase will replace your assets so long as such penalties are not a result of: (i) protocol-level failures caused by bugs, maintenance, upgrades, or general failure; (ii) your acts or omissions; (iii) acts or omissions of any third party service provider; (iv) a force majeure event as defined in Section 9.6 of the User Agreement; (v) acts by a hacker or other malicious actor; or (vi) any other events outside of Coinbase's reasonable control.

1.5.6. Wrapping. In some jurisdictions, you may choose to obtain the ability to sell, send, spend, or otherwise use your staked ETH prior to the completion of Phase 1.5 of the Ethereum network upgrade by selecting, at your sole discretion, to wrap into a token that represents the ETH that you have staked plus associated rewards. This service is not available everywhere, and additional eligibility requirements may apply. By electing to wrap your staked ETH plus any associated rewards balance into the Coinbase Wrapped Staked ETH known as "cbETH" you understand and agree that:

(a) Once wrapped, you cannot redeem your staked ETH or claim any associated rewards except as described in Section 1.5.7 below.

(b) cbETH represents ownership of ETH staked with Coinbase in accordance with this section (including any associated rewards and minus any Coinbase fees and slashing penalties). By wrapping staked ETH as cbETH, you remain entitled to all of the economic value, risk, and rewards of the staked ETH.

(c) Selling or otherwise transferring cbETH automatically transfers ownership of the staked ETH and the right to redeem described in Section 1.5.7 below, and entitles the recipient to the attendant economic value, risk, and

rewards of the staked ETH, subject to the terms of this Agreement.

(d) Staked ETH and associated rewards that have been wrapped as cbETH are held by Coinbase on behalf of holders of cbETH, and ownership of these assets shall not transfer to Coinbase. Sections 2.7.1, 2.7.2, and 2.7.4 of this Agreement shall apply to staked ETH and associated rewards held on behalf of cbETH holders to the same extent as staked ETH held by Coinbase on behalf of Coinbase customers.

(e) cbETH is an ERC-20 token and may be compatible with protocols or other software or technology provided by third parties.

(f) The staked ETH held by Coinbase on behalf of cbETH holders are subject to the risk of slashing described in 1.5.5 above. Depending on when you began staking ETH with Coinbase, you may lose certain slashing protection by wrapping your staked ETH.

In addition, you understand, agree and accept the following **risks** associated with electing to wrap into cbETH:

(g) Coinbase does not guarantee the value of your staked ETH principal or associated rewards.

(h) Coinbase is not responsible for any decrease in the value of your staked ETH principal or associated rewards.

(i) The price of cbETH could diverge from the price of ETH or staked ETH because of market fluctuations, which may be affected by the actions or inactions of market makers or other market participants who receive loans or other incentives to purchase cbETH.

(j) Coinbase does not guarantee that wrapping staked ETH will result in a successful exchange or sale of cbETH, and Coinbase will not backstop or otherwise intervene to guarantee cbETH liquidity.

(k) Coinbase does not guarantee the security or functionality of any third-party protocol, software or technology intended to be compatible with cbETH and is not responsible for any losses of cbETH due to the failure of third-party protocol, software or technology.

(l) As with the protocols for other Digital Assets, Coinbase does not own or control the underlying Ethereum protocol which governs the operation of cbETH. Accordingly, cbETH is subject to Section 2.6 of this User Agreement, like other Digital Assets.

(m) As with other Digital Assets, cbETH could be impacted by one or more regulatory actions, which could impede or limit the services we can provide with respect to cbETH.

1.5.7. Unwrapping/Redemption

(a) If you hold cbETH in your Digital Asset Wallet and satisfy eligibility requirements, you may instruct Coinbase to “unwrap” your cbETH, thereby redeeming your cbETH for staked ETH plus any associated rewards and minus any Coinbase fees and slashing penalties. Staked ETH and any associated rewards will remain locked until Phase 1.5 of the Ethereum network upgrade is complete, as described in Section 1.5.2-1.5.4 above.

(b) To unwrap cbETH, you will need to be a Coinbase customer with a Coinbase Account in good standing and be eligible to stake ETH as described in Section 1.5.1 above. Additional geographic restrictions may apply, and eligibility is subject to change. Requests to unwrap cbETH may not be processed immediately.

4. Advanced Trading

Coinbase offers, and eligible users may access, an order book for various Supported Digital Asset and Fiat Currency trading pairs (each an “**Order Book**”) on the Coinbase Site (“**Advanced Trading**”). See your Coinbase Account to see what Order Books are available within Advanced Trading. Coinbase does not offer Advanced Trading to customers in all jurisdictions. By accessing Advanced Trading or the Coinbase API for Advanced Trading, you accept and agree to be bound by the [Trading Rules](#).

1.1. Trading Fees. By placing an order on Advanced Trading, you agree to pay all applicable fees and authorize Coinbase to automatically deduct fees directly from your account. Trading Fees are set forth in the Trading Rules

and are available at https://www.coinbase.com/legal/trading_rules.

1.2. Withdrawal Fees. Coinbase may charge a fee on certain Fiat Currency deposit or withdrawal methods (e.g. bank wire). **DEPOSITS AND WITHDRAWALS MAY BE SUBJECT TO LIMITS.**

1.3. Trading Account Use. You may not sell, lease, furnish, or otherwise permit or provide access to your Trading Account to any other entity or to any individual that is not your employee or agent. You accept full responsibility for your employees' or agents' use of Advanced Trading, whether such use is directly through Coinbase or by other means, such as those facilitated through API keys, and/or applications which you may authorize. You understand and agree that you are responsible for any and all orders, trades, and other instructions entered into Advanced Trading including identifiers, permissions, passwords, and security codes associated with your Coinbase Account.

1.4. Suspension and Cancellation. In the event that your Coinbase Account is suspended or terminated, we will immediately cancel all open orders associated with your account, block all withdrawals and bar the placing of further orders until resolution or account cancellation.

5. Coinbase One

1. Coinbase One Subscription. Eligible Users may sign up for Coinbase One which is an automatically renewing subscription requiring recurring payments. A Coinbase One subscription grants you the following benefits:

1.1. A waiver of Coinbase fees for buying, selling, and converting Digital Assets on the Coinbase platform (which does *not* include Coinbase Pro's order matching platform and Coinbase's Advanced Trading platform), provided that a spread in the price is still included in all buys, sells, and conversion of Digital Assets on the Coinbase trading platform ([learn more about fees here](#)). A limit to the total amount of fees eligible for waiver may apply, please see details in your subscription management for the most up to date information about fees and limits;

1.2. A dedicated customer support line available twenty four (24) hours a day, seven (7) days a week, three-hundred and sixty five (365) days a year;

1.3. Coinbase Account Protection as detailed in paragraph 3 below. Coinbase may modify or suspend this program at any time upon notice.

2. Subscription Fees and Billing. We will bill you in advance for your subscription. We will deduct the subscription fee at the start of your subscription and on an on-going basis the day immediately following the end of your prior subscription billing period unless and until you cancel your subscription, your account is otherwise suspended or terminated pursuant to the Agreement, or Coinbase One is suspended or terminated. The length of your billing period will depend on the type of subscription that you select when you signed up for your Coinbase One subscription (e.g. monthly, annually, or other). Visit the "subscription management" within your account settings to view your next billing date.

2.1. By choosing your debit card, bank account, USD Wallet, or Digital Assets as your primary payment method, you authorize us to deduct the subscription fee from that payment method, including applicable taxes in U.S. dollars. You also agree that, in the event your primary payment method fails, you authorize us to deduct the subscription fee, including applicable taxes, from any other payment method you have on file, including any bank account, debit card, USD Wallet, or Digital Assets connected to your account.

2.2. We reserve the right to change the terms of your subscription, including the fees, from time to time, effective as of the beginning of your next billing period following the date of the change. We will give you advance notice of any increased fees, increased liability, fewer types of available transfers, or stricter limitations on the frequency or dollar amount of transfers regarding your Coinbase One subscription at least twenty-one (21) days before the effective date of such change. We will give you advance notice of any change in the payment amount from the previous payment, and the date of the next payment, at least ten (10) calendar days in advance of the next payment by e-mail to your primary e-mail address saved in your Coinbase Account. If you do not wish to accept a change to the price of your subscription, you may cancel your subscription as described in paragraph 5 below.

2.3. If you sign up for an annual plan, we will notify you of the renewal date via e-mail thirty (30) days prior to the date of renewal.

2.4. If your payment methods fail, we will provide you with a three (3) day grace period to make payment before we terminate your subscription.

2.5. You agree that: (a) you have read, understand and agree to the terms in this Agreement, and that this Agreement constitutes a "writing signed by you" under any applicable law or regulation; (b) you consent to the electronic delivery of the disclosures contained in this Agreement; (c) you authorize us to make any inquiries we consider necessary to validate any dispute involving your payment; and (d) you authorize us to initiate one or more ACH debit entries (withdrawals), and you authorize the financial institution that holds your bank account to deduct such payments, in the amounts and frequency designated in your then-current subscription payment plan.

3. Coinbase Account Protection. With an active Coinbase One subscription, you may be eligible to receive a one-time reimbursement for up to \$1,000,000 (U.S. Dollars) of actual losses (or the U.S. Dollar equivalent thereof, in the case such losses were in the form of Digital Currency) that you sustain due to a compromise of your Coinbase Account login credentials resulting from a vulnerability or other deficiency in Coinbase's systems and/or security protocols (the "**Coinbase Account Protection**"). The Coinbase Account Protection is subject to the terms and conditions set forth in this [Paragraph 3] (the "**Coinbase Account Protection Warranty Terms**"), which apply in addition to the terms of the Agreement and any other terms and policies set forth on the Coinbase Site.

3.1. Eligibility. In order to be eligible to receive reimbursement under the Coinbase Account Protection, you must satisfy the following conditions:

3.1.1. You must have an active Coinbase One subscription at the time the losses for which you are submitting a request for reimbursement under the Coinbase Account Protection (the "**Reimbursable Losses**") were sustained;

3.1.2. Your Coinbase Account must have been open for at least thirty (30) calendar days prior to the date on which you sustained the Reimbursable Losses;

3.1.3. You must have successfully completed all steps in the [photo identity verification process](#) prior to the date on which you sustained the Reimbursable Losses;

3.1.4. 2-factor authentication with either an authenticator application (e.g., Duo or Google Authenticator), security key (e.g., Yubikey) or push notification through the Coinbase mobile application must have been enabled on your Coinbase Account at the time you sustained the Reimbursable Losses. **2-factor authentication via SMS is not sufficient to be eligible for coverage under the Coinbase Account Protection;**

3.1.5. You must file your request for reimbursement of Reimbursable Losses with Coinbase within ninety (90) days of the date on which you sustained the Reimbursable Losses;

3.1.6. You must promptly file a police report with your local police department in connection with the Reimbursable Losses, and provide a copy of such report to Coinbase;

3.1.7. You must not have previously received a reimbursement for losses under the Coinbase Account Protection;

3.1.8. Your Coinbase Account must be in good standing;

3.1.9. You will not be eligible for reimbursement under the Coinbase Account Protection if you previously falsely reported to Coinbase that your Coinbase Account had been compromised; and

3.1.10. You will not be eligible for reimbursement under the Coinbase Account Protection if you engage in unreasonable, offensive or dishonest behavior in communicating with Coinbase about a request you've made for reimbursement under the Coinbase Account Protection (e.g., contacting Coinbase employees outside of official customer support channels, or using abusive language when communicating with Coinbase employees).

3.1.11. As explained in Section 2 above, to the extent your USD is held as cash, the balance of your USD Wallet is maintained in pooled custodial accounts at one or more banks insured by the FDIC. Our custodial accounts have been established in a manner to make available pass-through FDIC insurance available up to the per-depositor coverage limit then in place (currently \$250,000 per individual). Availability of pass-through FDIC insurance is contingent upon Coinbase having correct information about you as a customer, maintaining accurate records, and on determination by the FDIC as receiver, at the time of a receivership of a bank holding a custodial account. The

current list of the insured depository institutions at which Coinbase may deposit customer funds is located [here](#). Coinbase is not an FDIC-insured bank.

3.2. What is Not Covered.

3.2.1. The Coinbase Account Protection does not cover reimbursement for any loss of funds held outside of your Coinbase Account, including without limitation in Coinbase Custody, Coinbase Wallet, or non-custodial wallets connected to Coinbase Commerce.

3.2.2. The Coinbase Account Protection does not cover reimbursement of funds that you voluntarily sent to a third party in connection with an investment scam or otherwise, or if you mistakenly bought Digital Currency or sent Digital Currency to the wrong addressee.

3.2.3. The Coinbase Account Protection does not cover reimbursement for any losses that you sustain as the result of your knowingly and voluntarily participating in fraudulent activity.

3.2.4. The Coinbase Account Protection does not cover reimbursement for any losses that were the result of a security vulnerability or other technical deficiency in your computer, mobile device or security key.

3.2.5. The Coinbase Account Protection does not cover reimbursement for any losses that were the result of an event or action that you were aware could result in compromise of your account security, if you failed to promptly notify Coinbase of such occurrence in accordance with Section 6.2 (Security Breach) of the Agreement. Examples of such occurrences include, without limitation, if you lose your security key or API key, if you grant a third party remote access to your account, or if you provide your Coinbase Account login credentials and/or 2-factor authentication codes to a third party.

3.2.6. You agree that any amounts payable to you under the Coinbase Account Protection will be reduced by any amounts you are able to recover or have already recovered for the applicable Reimbursable Losses from a source other than the Coinbase Account Protection, including without limitation, any amounts received under an insurance policy, warranty, guarantee or indemnity.

3.3. Process for Requesting Reimbursement. In order to request reimbursement under the Coinbase Account Protection, please contact us via the Coinbase Help Center to lock your Coinbase Account and report that someone gained unauthorized access to your Coinbase account and withdrew your funds without your permission. After you've provided sufficient details about the incident, Coinbase will investigate your case and determine whether you are eligible to receive reimbursement of up to \$1,000,000 (U.S. Dollars) (or the U.S. Dollar equivalent of Digital Currency, as the case may be) in Reimbursable Losses under the Coinbase Account Protection. If Coinbase determines that you are eligible for reimbursement under the Coinbase Account Protection, Coinbase will provide you with a one-time payment equal to the lesser of: (i) the actual amount of funds or Digital Currency, as the case may be, that were improperly removed from your Coinbase Account as a result of the compromise of your Coinbase Account login credentials as a result of a vulnerability or other deficiency in Coinbase's systems and/or security protocols; and (ii) \$1,000,000 (U.S. Dollars) (or the U.S. Dollar equivalent of Digital Currency, as the case may be). If your Reimbursable Losses are in the form of Digital Currency, the foregoing limit will be calculated based on the U.S. Dollar value of the applicable Digital Currency as of the date and time at which Coinbase approves your reimbursement request under the Coinbase Account Protection. You will be required to provide reasonable cooperation to Coinbase in connection with our investigation of your case, and you must not take any actions that interfere with or otherwise impede our investigation. Eligibility, determination of the amount of any Reimbursable Losses, and any interpretation of these Coinbase Account Protection Warranty Terms will be determined by Coinbase in its sole discretion. Coinbase may condition reimbursement under the Coinbase Account Protection on execution of a definitive settlement agreement, including a release of claims against Coinbase, its officers, directors, employees, contractors, agents, and affiliates and any other applicable parties and an obligation to keep confidential the reimbursement amount and circumstances. Coinbase reserves the right to subrogate against any person or entity with respect to your claim for Reimbursable Losses. You hereby agree that in connection with any reimbursement made under the Coinbase Account Protection, you will cooperate fully with Coinbase in its efforts at subrogation.

3.4. Other Terms. In the event of a conflict between these Coinbase Account Protection Warranty Terms and anything else in the Agreement, these Coinbase Account Protection Warranty Terms will govern. Notwithstanding the foregoing, you are still primarily responsible for ensuring the security of your Coinbase Account, and if you suspect that you have been the victim of a Security Breach, you must notify Coinbase Support as soon as possible in accordance with Section 6.2 of the Agreement. **The Coinbase Account Protection is not an insurance policy.**

To the extent you require protection beyond the Coinbase Account Protection, we strongly encourage you to purchase an insurance policy or other protection that provides coverage for unforeseen events that may result in the loss of funds held in your Coinbase Account.

3.5. Amendment; Termination. Except as prohibited by law, Coinbase may terminate the Coinbase Account Protection at any time, and such termination will apply to incidents occurring after the effective date of the termination. In addition, except in the case of a suit filed to enforce these Coinbase Account Protection Warranty Terms, you acknowledge and agree that no benefits will be made available to you under the Coinbase Account Protection in the event you initiate any action, suit or claim against Coinbase, or its officers, directors, employees, contractors, agents, or affiliates, concerning a claim otherwise subject to reimbursement under these Coinbase Account Protection Warranty Terms.

3.6. No Waiver. Coinbase's failure to enforce any right or provision of these Coinbase Account Protection Warranty Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Coinbase.

3.7. Disclaimers, Limitation of Liability, Arbitration. You acknowledge and agree that any claims arising from or in relation to the Coinbase Account Protection or these Coinbase Account Protection Warranty Terms are subject to the Agreement, including the No Warranty disclaimer and (except for Coinbase's obligation to pay amounts pursuant to an approved reimbursement request made under the Coinbase Account Protection) the Limitations of Liability set forth in Section 9.3 of the Agreement. You further acknowledge and agree that any dispute or claim relating in any way to the Coinbase Account Protection will be adjudicated in accordance with Section 8 of the Agreement.

4. Promotional Free Trial. Coinbase and/or third parties on behalf of Coinbase may offer some users a free trial or other promotional subscriptions to Coinbase One. Such trial or promotional subscriptions are subject to the terms in this Agreement. Only one trial or promotional subscription is available per user. Free trial eligibility is determined by Coinbase at its sole discretion and we may limit such eligibility or duration to prevent free trial abuse. Certain limitations may exist with respect to combining a free trial with any other offers. For some trials or promotional subscriptions, we require you to provide your payment details to start the trial or promotional subscription. You will not receive a notice from Coinbase that your free trial has ended. BY PROVIDING PAYMENT DETAILS YOU AGREE THAT AT THE END OF YOUR APPLICABLE FREE TRIAL OR PROMOTIONAL SUBSCRIPTION PERIOD, YOUR COINBASE ONE SUBSCRIPTION WILL AUTOMATICALLY RENEW AND YOU WILL BE CHARGED THE SUBSCRIPTION FEE STATED IN YOUR OFFER AT THE BEGINNING OF EACH BILLING CYCLE UNTIL YOU CANCEL YOUR SUBSCRIPTION. To avoid charges to your payment method, you must cancel your free trial at least 48 hours before your next billing date in your account settings as described in paragraph 5 ("Cancellation") below. If you are within 48 hours of your next billing date, contact customer support to cancel.

5. Cancellation. You can cancel your subscription at any time through your account settings and clicking "subscription management" using a web browser or in the app. If you cancel your subscription, the cancellation will go into effect at the end of your current subscription period. You will have continued access to your subscription for the remainder of your paid subscription period. You must cancel your subscription [at least one (1) day] before it renews to avoid paying the subscription fees for the next subscription period. If you cancel, modify your subscription, or if your account is otherwise terminated under this Agreement, you will not receive a credit, including for partially used periods of the subscription service.

6. No Transfer or Assignments & Cancellations by Coinbase. Your Coinbase One subscription cannot be transferred or assigned. Coinbase reserves the right to accept, refuse, suspend, or cancel your subscription at any time in its sole discretion. If Coinbase cancels your subscription, you will receive a refund of your subscription fee on a pro rata basis calculated from the end of the month during which your subscription was canceled, unless Coinbase terminates your account or your subscription because it determines, in its sole discretion, that your actions or your use of the Services violates the Agreement or has harmed another User.

7. Acknowledgement of Risk. By signing up for Coinbase One, you understand that Coinbase is not making a recommendation to make a specific investment, trade, or to use any specific investment strategy. Coinbase does not provide any investment, legal, or tax advice.

6. Direct Deposit

1. Direct Deposit. If you are eligible for our Direct Deposit feature (“**Direct Deposit**”), and we have verified your required identifying information, you may arrange to have all or part of your paycheck or any eligible federal or state government benefit or payment (e.g., federal or state tax refunds or Social Security payments) transferred into your Coinbase Account by your employer or government payer, as applicable. You may select whether you want such funds to be transferred into your Coinbase Account as U.S. Dollars or a Supported Digital Asset available for Direct Deposit. Not all Supported Digital Assets may be available for Direct Deposit.

2. Direct Deposit Enrollment. You can enroll by using our automated feature which links directly to your payroll provider or you can provide your employer, payroll provider or the government payer with the account and routing numbers we provide to you. We will also provide you with a direct deposit form that you may give to your employer via PDF file that can be saved or emailed to your personal email address or your human resources or payroll department. The account and routing numbers we provide to you do not represent a bank account on your behalf. Upon enrollment, you must select the amount of your paycheck you would like deposited to your Coinbase Account and select the Supported Digital Asset you would like the amount deposited or converted to. We do not charge any Coinbase fees to set up or maintain Direct Deposit but we include a spread to convert your Direct Deposit funds to a Supported Digital Asset (see [pricing and fee disclosures](#) for more information). You are responsible for any fees associated with subsequent conversion or transfer of Supported Digital Assets. Coinbase does not make any representations about your employment status by enrollment in Direct Deposit.

3. Coinbase Card. In order to use Direct Deposit, you must have a Coinbase Card. The Coinbase Card is governed by the Cardholder Agreement with Pathward and this User Agreement (see Section 1 of this Appendix for Coinbase Card Terms which details how to use the Coinbase Card and the fees that apply for USD and Digital Currency transactions). If you do not already have a Coinbase Card, as part of the Direct Deposit application and enrollment process, you will automatically be considered for, and if approved, granted a Coinbase Card at no cost to you. The Coinbase Card is a debit card linked to your Digital Currency Wallet and USD Wallet.

4. Transfer Limits. You may not deposit more than \$25,000 per day using Direct Deposit. We reserve the right to accept, reject or limit transfers via Direct Deposit in our and Pathward’s sole discretion.

5. Funds Availability and Conversion. Funds added to your account via Direct Deposit are transferred to and held by Pathward, and subsequently are transferred to your Coinbase Account. The availability of your Direct Deposit funds is subject to the timing of your payer’s funding processes. Funds transferred via Direct Deposit will typically be available 3-5 business days (excluding Federal holidays) from the day your payer initiated the deposit, or sometimes sooner. Because we do not receive funds via Direct Deposit instantly, there will be some delay between the payment being initiated by the payer and the payment arriving in your Coinbase Account. There may also be a delay depending on the third party payroll provider.

We and Pathward may offer early access to Direct Deposit funds to eligible customers based on a determination of eligibility by Pathward. Early access to Direct Deposit funds will allow you to access your paycheck funds up to two (2) days prior to the date of your regularly scheduled Direct Deposit (“**Early Pay Period**”). Early access to Direct Deposit funds is not a loan, nor are you selling or assigning the right to your paycheck to us or Pathward. To be eligible for early access to Direct Deposit funds, you must meet the requirements set forth in this Agreement and your paycheck must not be subject to reduction in whole or in part by reason of a lien, levy, garnishment, encumbrance, judgment, assignment, or sale to a third-party. Some direct deposits may not be eligible for early access (e.g., your payer did not initiate the deposit early enough). We do not charge any Coinbase fees to access funds during the Early Pay Period Direct Deposit but we include a spread to convert your Direct Deposit funds to a Supported Digital Asset (see [pricing and fee disclosures](#) for more information).

Subject to applicable law, in the unlikely event that you access funds during the Early Pay Period and Pathward fails to receive such Direct Deposit funds on the date of your regularly scheduled Direct Deposit for any reason including but not limited to an ACH network outage, we will instruct Pathward to attempt, and you hereby authorize Pathward, to collect the corresponding amount and any applicable fees from your next Direct Deposit. Pathward may also exercise any rights it has under your Cardholder Agreement to recover negative balances. In addition, we will attempt, and you hereby authorize us, to collect the corresponding amount and any applicable fees from any other Coinbase Service that you obtain from us, including but not limited to any USD or Supported Digital Assets you hold today, or in the future, in any USD Wallet, Digital Asset Wallet, or in connection with any other Coinbase Services.

If you elect to receive your Direct Deposit funds in the form of a Supported Digital Asset, then upon confirmation from Pathward that your funds have arrived or are due to arrive, we will convert your funds from USD to your selected Supported Digital Asset at the Exchange Rate at the time of such conversion and deposit into your

Coinbase Account. You understand that your acquired Supported Digital Assets are exposed to exchange rate risk such that your Supported Digital Asset holdings may either appreciate or depreciate in value relative to USD.

6. Cancellation of Direct Deposit. If you wish to cancel Direct Deposits, change your deposit allocation to 0% within your Coinbase Account management settings.

7. Transaction History. You may review your transaction history on the Coinbase Site to verify that each Direct Deposit has been received.

8. Personal Information. If you enroll in Direct Deposit, you will be required to provide certain personal information. You agree that we may share personal information you previously provided to us under our [Privacy Policy](#) to verify your identity or address, with Pathward, and with service providers acting on our behalf or on Pathward's behalf solely to verify your identity or address, and/or to manage risk as required under applicable law. Personal information shared with Pathward will be treated in accordance with its [Privacy Policy](#). Personal information that you direct us to share with a third-party for purposes of obtaining certain functionality in Direct Deposit will be treated in accordance with the third-party's privacy policy, and Coinbase is not liable for any damages, losses, or liability associated with the third-party's services or use, transfer, or storage of your personal information. If you do not provide this information, or if Pathward is unable to verify your identity or address with the information provided by Coinbase, you may not be enrolled in Direct Deposit.

9. Termination. We reserve the right to refuse to facilitate the processing of your application through Pathward or terminate your access to Direct Deposit, including the ability to access Direct Deposit funds early, for any reason.

10. Representations and Warranties. In order to assist in the prevention of fraud you represent and warrant the following in connection with your Direct Deposit:

10.1. In connection with tax refunds (i) the name and Social Security Number associated with each refund payment will match the name and Social Security Number associated with your Coinbase Account; and (ii) in the case of joint tax returns, the name of the first person listed in the tax return and their Social Security Number associated with the refund payment will match the name and Social Security Number of the Coinbase Account holder.

10.2. In connection with other federal payments, the name and Social Security Number associated with each payment will match the name or Social Security Number associated with your Coinbase Account.

7. Coinbase Pro

1.1. Access to Coinbase Pro. Eligible users may establish an account at Coinbase Pro (at pro.coinbase.com), an order book exchange platform for Supported Digital Assets. Coinbase does not offer Coinbase Pro to customers in all jurisdictions. This Section applies to you if you access Coinbase Pro.

1.2. Order Books. Coinbase Pro offers an order book for various Supported Digital Assets and Fiat Currency trading pairs (each an "Order Book"). Refer to your Coinbase Pro account to determine which Order Books are available to you.

1.3. Your Coinbase Pro Account. Your Coinbase Pro Account consists of the following:

1.3.1. A dedicated Hosted Digital Asset Wallet for each Supported Digital Asset offered on Coinbase Pro;

1.3.2. A dedicated Fiat Currency Wallet; and

1.3.3. Associated user tools, accessible at pro.coinbase.com and through Coinbase Pro API.

1.4. Deposits. You may fund your Coinbase Pro Account by depositing Supported Digital Assets and/or Fiat Currency from your basic Coinbase Account, Bank Account or an external Supported Digital Asset address into your Coinbase Pro Account. Funds in your Coinbase Pro Account can be used only to trade on Coinbase Pro.

1.5. Withdrawals. You may withdraw Supported Digital Assets from your Coinbase Pro Account by transfer to your basic Coinbase Account or to an external Digital Asset address. You may withdraw Fiat Currency from your Coinbase Pro Account to your basic Coinbase Account or directly to your Bank Account.

ALL DEPOSITS AND WITHDRAWALS MAY BE SUBJECT TO LIMITS. ALL LIMITS WILL BE DISPLAYED IN YOUR COINBASE PRO ACCOUNT.

1.6. Withdrawal Fees. Coinbase may also charge a fee on certain Fiat Currency deposit or withdrawal methods (e.g. bank wire). All such fees will be clearly displayed in your Coinbase Pro Account.

2. Trading Rules and Trading Fees

2.1. Trading Rules. By accessing Coinbase Pro through pro.coinbase.com or Coinbase Pro API, you accept and agree to be bound by the [Trading Rules](#).

2.2. Trading Fees. By placing an order on Coinbase Pro, you agree to pay all applicable fees and you authorize Coinbase to automatically deduct fees directly from your Coinbase Pro Account. Trading Fees are set forth in the Trading Rules and at pro.coinbase.com/fees.

3. General Use, Restrictions, and Cancellation

3.1. Trading Account Use. You may not sell, lease, furnish or otherwise permit or provide access to your Trading Account to any other entity or to any individual that is not your employee or agent. You accept full responsibility for your employees' or agents' use of Coinbase Pro, whether such use is directly through Coinbase Pro website or by other means, such as those facilitated through API keys, and/or applications which you may authorize. You understand and agree that you are responsible for any and all orders, trades, and other instructions entered into Coinbase Pro including identifiers, permissions, passwords, and security codes associated with your Coinbase Pro Account.

3.2. Suspension and Cancellation. In the event that your Coinbase Account is suspended or terminated, we will immediately cancel all open orders associated with your Coinbase Pro Account, block all withdrawals and bar the placing of further orders until resolution or Account cancellation.

8. Dapp Wallet, DEXes, and Decentralized Applications

1. Dapp Wallet. You may elect to use our dapp wallet ("**Dapp Wallet**"). Our Dapp Wallet allows you to access a digital asset browser and link to decentralized exchanges ("**DEXs**") and other decentralized applications (together, "**Dapp(s)**"). The Dapp Wallet enables users to (i) store Digital Assets; (ii) access a digital asset browser and link to Dapps; (iii) view addresses and information that are part of Digital Asset networks and broadcast transactions; (iv) participate in retail DEX trades and associated DEX activity, and (iv) additional functionality as we may add from time to time.

1.1. Ownership and Control. You own and control Digital Assets held in your Dapp Wallet. As the owner of Digital Assets in your Dapp Wallet, you shall bear all risk of loss of such Digital Assets. Coinbase shall have no liability for Digital Asset fluctuations or loss associated with your use of a Dapp Wallet. At any time, subject to outages, downtime, and other applicable policies, you may withdraw your Digital Assets by sending it to a different blockchain address.

1.2. Third Party Services and Environments. The Services and Coinbase Site may provide access to or link to third-party services, such as DEXs, and/or Dapps ("**Third Party Services**"). The Services enable you to access DEXs and/or Dapps via a Dapp browser or through a Dapp Wallet by navigating away from the Coinbase Site to the Dapp or DEX, by enabling a native frontend software link within the Coinbase Site, or by purchasing assets in the DEX environment through a Dapp Wallet. When accessing Third Party Services, you understand that you are at no time transferring your assets to us. We provide access to Third Party Services only as a convenience, do not have control over their content, do not warrant or endorse, and are not responsible for the availability or legitimacy of, the content, products, assets, or services on or accessible from those Third Party Services (including any related websites, resources or links displayed therein). Third-party Services, such as Dapps and DEXs, may provide access to assets which have high risks of illiquidity, devaluation, lockup, or loss.

1.3. Fees. You may incur charges from third parties for use of Third Party Services. For example, you may be charged fees via a DEX or Dapp that you may access via the Coinbase Site. Third party fees are not charged by Coinbase and are not paid to Coinbase. Any Coinbase Fee charged will be designated as such, and presented before you submit your transaction.

1.4. Supported Assets. To view the Digital Assets currently supported by the Dapp Wallet, visit <https://help.coinbase.com/en/dapps/using-my-dapp-wallet> ("**Dapp Supported Assets**"). Your Dapp Wallet is intended solely for proper use of Dapp Supported Assets. ***Under no circumstances should you attempt to use your Dapp Wallet to store, send, request, or receive any assets other than Dapp Supported Assets. Coinbase assumes no responsibility in connection with any attempt to use your Dapp Wallet with Digital Assets that we do not support. You acknowledge and agree that Coinbase is not liable for any unsupported Digital Asset that is sent to a wallet address associated with your Dapp Wallet. Coinbase may in its sole discretion terminate support for any particular Digital Asset. Services and supported assets may vary by jurisdiction.***

2. Digital Asset Transfers

2.1. In General. Your Dapp Wallet enables you to send Dapp Supported Assets to, and request, receive, and store Dapp Supported Assets from, third parties. Your transfer of Dapp Supported Assets between your other Digital Asset wallets (including wallets off the Coinbase Site) and to and from third parties is a "**Dapp Wallet Asset Transfer**". We recommend customers send a small amount of Dapp Supported Assets as a test before sending a significant amount of Dapp Supported Assets.

2.2. Pending Transactions. Once a Dapp Wallet Asset Transfer is submitted to a Digital Asset network, the transaction will be unconfirmed and remain in a pending state for a period of time sufficient to allow confirmation of the transaction by the Digital Asset network. A Dapp Wallet Asset Transfer is not complete while it is in a pending state. Pending Dapp Wallet Asset Transfers that are initiated from a Dapp Wallet will reflect a pending transaction status and are not available to you for use in the Dapp Wallet or otherwise while the transaction is pending.

2.3. Dapp Wallet Inbound Transfers. When you or a third party sends Digital Assets to a Dapp Wallet from an external wallet ("**Dapp Wallet Inbound Transfers**"), the person initiating the transaction is solely responsible for executing the transaction properly, which includes ensuring that the Digital Asset being sent is a Dapp Supported Asset that conforms to the particular wallet address to which funds are directed, including any required Destination Tag/Memo. **By initiating a Dapp Wallet Inbound Transfer, you attest that you are transacting in a Dapp Supported Asset that conforms to the particular wallet address to which funds are directed.**

Coinbase incurs no obligation whatsoever with regard to unsupported Digital Assets sent to a Dapp Wallet or with regard to Dapp Supported Assets sent to an incompatible Digital Asset wallet address and/or unsupported network or blockchain. All such erroneously transmitted Digital Assets will be lost. Coinbase may from time to time determine types of Digital Assets that will be supported or cease to be supported. You acknowledge and agree that you may be required to pay network or miner's fees in order for a Dapp Wallet Inbound Transfer transaction to be successful. Insufficient network fees may cause a Dapp Wallet Inbound Transfer to remain in a pending state outside of Coinbase's control, and we are not responsible for delays or loss incurred as a result of an error in the initiation of the transaction and have no obligation to assist in the remediation of such transactions.

2.4. Dapp Wallet Outbound Transfers. When you send Digital Assets from your Dapp Wallet to an external wallet ("**Dapp Wallet Outbound Transfers**"), such transfers are executed at your instruction. You should verify all transaction information prior to submitting instructions. Coinbase shall bear no liability or responsibility in the event you enter an incorrect blockchain destination address, incorrect Destination Tag/Memo, or if you send your Digital Assets to an incompatible wallet. We do not guarantee the identity or value received by a recipient of a Dapp Wallet Outbound Transfer. Dapp Asset Transfers cannot be reversed once they have been broadcast to the relevant Digital Asset network, although they may be in a pending state, and designated accordingly, while the transaction is processed by network operators. Coinbase does not control the Digital Asset network and makes no guarantees that a Dapp Transfer will be confirmed by the network. We may cancel or refuse to process any pending Dapp Wallet Outbound Transfers as required by law or any court or other authority to which Coinbase is subject in any jurisdiction. Additionally, we may require you to wait some amount of time after completion of a transaction before permitting you to use further Coinbase Services and/or before permitting you to engage in transactions beyond certain volume limits.

3. Limitation of Liability. WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT LINKED THIRD PARTY SERVICES, THE THIRD PARTIES THEY ARE OWNED AND OPERATED BY, THE INFORMATION CONTAINED ON THEM, ASSETS AVAILABLE THROUGH THEM, OR THE SUITABILITY, PRIVACY, OR SECURITY OF THEIR PRODUCTS OR SERVICES. YOU ACKNOWLEDGE SOLE RESPONSIBILITY FOR AND ASSUME ALL RISK ARISING FROM YOUR USE OF THIRD-PARTY SERVICES, THIRD-PARTY WEBSITES, APPLICATIONS, OR RESOURCES, INCLUDING RISK OF LOSS FOR ASSETS TRADED THROUGH SUCH THIRD-PARTY SERVICES. IN NO EVENT WILL COINBASE BE LIABLE FOR ANY

DAMAGES ARISING OUT OF OR RELATING TO THIRD PARTY SERVICES. THIS SECTION OPERATES IN ADDITION TO ANY LIMITATION OF LIABILITY EXPRESSED ELSEWHERE IN THIS USER AGREEMENT.

APPENDIX 5: ARBITRATION AGREEMENT

1.1. Applicability of Arbitration Agreement. Subject to the terms of this Arbitration Agreement, you and Coinbase agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Services or of the Coinbase Site, any Communications you receive, any products sold or distributed through the Coinbase Site, the Services, or the User Agreement and prior versions of the User Agreement, including claims and disputes that arose between us before the effective date of these Terms (each, a **"Dispute"**) will be resolved by binding arbitration, rather than in court, except that: (1) you and Coinbase may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Coinbase may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, **"Dispute"** will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the User Agreement as well as claims that may arise after the termination of this User Agreement.

1.2. Waiver of Jury Trial. **YOU AND COINBASE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY.** You and Coinbase are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection entitled **"Applicability of Arbitration Agreement"** above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

1.3. Waiver of Class and Other Non-Individualized Relief. **YOU AND COINBASE AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 1.8, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.** Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection 1.8 entitled **"Batch Arbitration."** Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, **"Waiver of Class and Other Non-Individualized Relief,"** are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Coinbase agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of California. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or Coinbase from participating in a class-wide settlement of claims.

1.4. Rules and Forum. The User Agreement evidences a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Formal Complaint Process described in Section 7.2 above does not resolve satisfactorily within forty-five (45) business days after receipt of your complaint form, you and Coinbase agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association ("AAA"), in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the **"Request"**). If you initiate the arbitration, you must provide Coinbase a copy of your Request by email at arbitration@coinbase.com or through Coinbase's registered agent for service of process. The Request must include: (1) the name, telephone number, mailing address, email address of the party seeking arbitration, and the email addresses associated with the applicable Coinbase Account(s); (2) a statement of the legal claims being

asserted and the factual bases of those claims; (3) a description of the remedy sought, including an accurate, good faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Formal Complaint Process as described above in Section 7.2 (if you are the party making the Request); and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and Coinbase otherwise agree, or the Batch Arbitration process discussed in subsection 1.8 is triggered, the arbitration will be conducted in the county where you reside. Disputes involving claims, counterclaims, or requests for relief under \$25,000, not inclusive of attorneys' fees and interest, will be conducted solely on the basis of documents you and Coinbase submit to the arbitrator. If your claim exceeds \$25,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. In any case, you and Coinbase agree that we will not request more than three depositions per side in each arbitration or Batch Arbitration proceeding. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules.

You and Coinbase agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

1.5. Arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) business days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under subsection 1.8 is triggered, the AAA will appoint the arbitrator for each batch.

1.6. Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the Section entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the Section entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such Section entitled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the subsection entitled "Batch Arbitration," all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled "Batch Arbitration." The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction. In any award of damages, the arbitrator shall abide by the "Limitation of Liability" section of this User Agreement.

1.7. Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If

you or Coinbase need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Formal Complaint Process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

1.8. Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Coinbase agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Coinbase by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**").

All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by Coinbase.

You and Coinbase agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

1.9. Modification. Notwithstanding any provision in this User Agreement to the contrary, we agree that if Coinbase makes any future material change to this Arbitration Agreement, it will notify you. Your continued use of the Coinbase Site and/or Services, including the acceptance of products and services offered on the Coinbase Site following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes.
